

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF PAGES 1
7. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-R3-06-10086	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>DEC 13 2006</b>	6. REQUISITION/PURCHASE NUMBER PR-R3-06-10086
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE	8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		
U.S. EPA Region III Contracts Branch (3PM10) 1650 Arch Street Philadelphia, PA 19103			U.S. EPA Region III Contracts Branch (3PM10) 1650 Arch Street Philadelphia, PA 19103		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until 02:00 PM local time 1/16/2007  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME JAMES M. CLARK	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 215 NUMBER 814-5198 EXT.	C. E-MAIL ADDRESS clark.jim@epa.gov
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusableSTANDARD FORM 33 (REV. 9-97)  
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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)  
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 10,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (APR 1984)  
DEVIATION**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, (4) expenditure limit, (5) the Statement of Work, and (6) the name and phone number of the Contracting Officer Representative (COR).

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment

within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 30 calendar days after receipt of a work assignment, the Contractor shall submit 2 copy(ies) of a work plan to the COR and 1 copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 30 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 45 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

If the government proposes to issue a work assignment as a unilateral workplan approval the following will be stated on the Work Assignment Form:



This is a Unilateral WorkPlan Approval. If the contractor agrees with the Funding/LOE to complete this action, all work may begin immediately. Contractor will sign and return the WAF immediately.

If the contractor disagrees with the Funding/LOE to complete this work assignment, then a budget must be agreed upon before any work can begin.

**B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

- (a) The estimated cost of this contract is TBD
- (b) The fixed fee is TBD
- (c) The total estimated cost and fixed fee is TBD

**B.4 SUBCONTRACTING POOL (TERM FORM SEGMENT)**

(a) This subcontracting pool is separate and distinct from amounts negotiated for subcontractors which constitute part of the prime contractor's permanent contract team. All subcontracting which is to be accomplished through this subcontracting pool must be competed by each prime contractor, unless written approval to the contrary is obtained from the EPA Contracting Officer. Specific activities which generally necessitate utilization of the pool include, but are not limited to: initial response actions, well-drilling, analytical

services (when not provided by the Government), special consultants to support technical projects or to serve as expert witnesses, aerial mapping, surveying, fencing, construction activities associated with a Remedial Action (RA).

(b) All subcontracting pertaining to specific activities required under Term Form work assignments shall not exceed:

Base Period: \$0.00, inclusive of fee.

Option Period 1: \$0.00, inclusive of fee.

This amount represents the total award value of all sites specific subcontracts issued under the term form segment, and contains all direct or indirect costs allocations of the prime contractor. The contractor shall not exceed this amount without first obtaining the prior written approval of the EPA Contracting Officer. If additional subcontracting pool incremental options are required in either the base or option period, the EPA Contracting Officer can unilaterally increase the number of incremental options available as necessary.

(c) The Government assumes that subcontracts issued under this clause will be either performance-based or fixed price. In cases to the contrary, the Prime Contractor must request and receive concurrence from the administrative contracting officer prior to proceeding with work. If the full subcontracting pool dollars are under-utilized, there may be a unilateral decrease in the subcontracting pool representing the unused portion of the subcontracting pool inclusive of associated costs.

**B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**

- (a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of TBD is allotted to cover estimated cost. Funds in the amount of TBD

are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through TBD.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

#### B.6 Initial Funding Information

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLASS	AMOUNT	P / C
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#### B.7 ESTIMATED COST, BASE FEE AND AWARD FEE (EP 52.216-200) (APR 1984)

TERM FORM(Less Subcontracting Pool)	ESTIMATED COSTS TBD	FEE TBD	COST TBD
Subcontracting Pool	TBD	TBD	TBD
Total Term Form	TBD	TBD	TBD
Total Base Period	TBD	TBD	TBD

(a) This contract will be modified to reflect the award fee earned as award fee determinations are made.

(b) The Pollution Liability Insurance (PLI) is included under the estimated costs.

(c) The subcontracting pool, although listed separately within this clause for clarity, is a sub-element of the Term Form Segment of the contract.

#### B.8 Other Direct Costs

Under the Term Form Segment for the categories listed, cumulative direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer"

Period	Item	Maximum Amount
Base	Travel	TBD
	Computer	TBD
	ODCs	TBD

#### B.9 PERFORMANCE BASED WORK ASSIGNMENTS

##### PERFORMANCE BASED WORK ASSIGNMENTS

Some work assignments under this contract may be negotiated and issued on a performance based basis. The issuance of a performance based work assignment means the contractor will have greater flexibility in its approach to accomplishing the work assignments, and that the Government will exert less direction on how the work is to be performed. This concept should allow the contractor greater latitude to work in a manner best suited for innovation and creativity, while ultimately providing services that meet or exceed the performance standards. The primary emphasis will be on the satisfactory completion of the work assignments, not the Government directing the Contractor in the methodology used in performing the services.

Under such a performance based work assignments, the Government will define its performance requirements in the statement of work. Specific performance standards will be established for those performance requirements. Specific tasks will be left to the contractor's discretion as to how the work is to be accomplished in the most effective, desirable and cost efficient manner. A surveillance plan to measure performance will be established.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment A.

The Contractor shall perform work under this contract only as directed in work assignments issued by the Contracting Officer.

**C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services

Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

#### **C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, § Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**SECTION D - PACKAGING AND MARKING**

**D.1 SECTION D - PACKAGING AND MARKING**

(a) At the request of the Contracting Officer or as directed in the individual work assignments, the Contractor shall submit deliverables electronically and shall be packaged in accordance with standard commercial

practice for ADP software. The electronic media shall be labeled to indicate:

- 1) Name of deliverable
- 2) Contractor Name
- 3) Contract Number
- 4) Date written
- 5) Indication of draft or final version

(b) For each deliverable, data shall be separated by category and submitted on the diskettes using the following categories:

ASCII CONVERTED TO DATA CATEGORY AN ORIGINAL IN

- 1) Narratives As specified in the work assignments
- 2) Spreadsheets As specified in the work assignments
- 3) Data Bases As specified in the work assignments
- 4) PC to PC Communications As specified in the work assignments
- 5) Graphics As specified in the work assignments

(c) All data submitted in accordance with this clause shall be in the version of the software applications as directed for use by the Contracting Officer.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

**E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Work Assignment Manager and Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

as specified in individual work assignments.



**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

**F.2 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)**

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER	AND PAPER
PRODUCTS	

Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
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NEWSPRINT .....	40
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HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:

Offset printing .....	50
Mimeo and duplicator paper .....	50
Writing (stationery) .....	50
Office paper (e.g., note pads).....	50
Paper for high speed copiers .....	50
Envelopes .....	50
Form bond including computer .....	50
paper and carbonless	
Book papers .....	50
Bond papers .....	50
Ledger .....	50
Cover stock .....	50
Cotton Fiber papers ..... 25.....	50

**TISSUE PRODUCTS:**

Toilet tissue .....	20
Paper towels .....	40
Paper napkins .....	30
Facial tissue .....	5
Doilies .....	40
Industrial wipes .....	0

**UNBLEACHED PACKAGING:**

Corrugated boxes .....	35
Fiber boxes .....	35
Brown papers (e.g. bags).....	5

**RECYCLED PAPERBOARD:**

Recycled paperboard products .....	80
Pad backing .....	90

**F.3 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) DEVIATION**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment B. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of March 31, 2006.

**F.4 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)**

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, rd fee pool (if applicable), subcontracts by individual subcontractor, travel, program agement, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each

subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the \_\_\_\_\_ of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

#### **F.5 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

#### **F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from TBD through TBD inclusive of all required reports.

#### **F.7 SUBCONTRACT REPORTING UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (EP 52.219-140) (JAN 1994)**

(a) In accordance with this clause and the reporting form and instructions, included as an attachment to this contract, the Contractor shall submit a completed Form XXX to the Contracting Officer with a copy to the EPA Office of Small and Disadvantaged Business Utilization, Washington, DC 20460. This form shall be submitted on a quarterly basis within 30 days of the end of the reporting period.

b) The Contractor shall include subparagraph (a) of this clause in subcontracts with an estimated value over \$25,000 awarded under this contract, excluding subcontracts with small business and small disadvantaged business firms, non-profits, educational institutions, and state and local governments. The Contractor shall also include this subparagraph (b), or its equivalent, in any such subcontract so that these requirements will be binding upon subcontracts awarded through the second tier.

(c) The Contractor shall include the prime contract number in its subcontracts and require its subcontractors through the second tier (except small business and small disadvantaged business firms, non-profit, educational institutions, and state and local governments) to include both the prime contract number and their subcontract number in their subcontracts. (Note: The prime contract number shall be the identifier used to track all subcontract activity under the prime contract.)

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

**G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block \_\_\_\_ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section F of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

#### **INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the

final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center	TBD
Period	
Rate	
Base	

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	TBD
Period	
Rate	
Base	

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### **G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:



BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

#### **G.5 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)**

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment \_\_\_\_\_ to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch  
Environmental Protection Agency  
Financial Management Division (3303F)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

## Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site-specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract

expiration.

- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

#### Annual Allocation Report

##### Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

##### Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

n) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

#### **G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Work Assignment Manager and Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

\_\_\_\_\_ TBD \_\_\_\_\_

#### **G.7 DECONTAMINATION OF GOVERNMENT PROPERTY (EPAAR 1552.245-70) (APR 1984)**

In addition to the requirements of the "Government Property" clause, the Contractor shall certify in writing that any Government-furnished property or Contractor-acquired property is returned to the Government free from contamination by any hazardous or toxic substances.

#### **G.8 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the work assignment.

#### **G.9 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION**

Original Date of this clause is Oct 2000

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

#### **U.S. Environmental Protection Agency Property Administration Requirements (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

#### **2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.**

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government property or contracts that present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re-delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the

contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the contractor may contact the cognizant EPA CO. In the event of disagreement between the contractor and the EPA CPC or the DCMA PA/PLCO, the contractor should seek resolution from the cognizant EPA CO.

### **3. REQUESTS FOR GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

**The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.**

**4. TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

### **5. RECORDS OF GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including

property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor notifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

**9. CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.



direct labor ceiling rates cited above shall apply to effort performed under work assignments for sites within the EPA Region III geographical area.

#### SENIOR LEVEL (SL)/PROFESSIONAL LEVEL 4 (P-4)

This individual plans, conducts and supervises projects of major significance, necessitating proven managerial skill and specific working knowledge of the contract requirements. These skills may include a demonstrated knowledge and understanding of enforcement support. Must demonstrate the ability to originate and apply new and/or unique methods and procedures. Supplies advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

##### Typical Title:

Senior Project Leader, Regional Team Leader, Chief Engineer or Scientist

##### Normal Qualifications and Experience:

- Ph.D. Degree or equivalent, with 10 years or more experience; or
- M.S./M.A. Degree or equivalent, with 12 years or more experience; or
- B.S./B.A. Degree with 14 years or more experience

##### Experience Factors:

Demonstrated experience in managing complex projects involving a diverse workforce. Technical experience in chemical waste site investigations, or chemical cleanup activities, solid waste management, water pollution control, or other discipline directly related to the requirements of this contract. In addition, a Senior Project Leader must have a minimum of four years experience in supervising multi-disciplinary professionals and office management including budgetary requirements.

#### LEVEL (ML)/PROFESSIONAL LEVEL 3 (P-3)

This individual plans, conducts and supervises assignments involving smaller or less complex projects, under on a project-by-project basis. Assignments are varied and require some originality and ingenuity. Estimates budgets and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results. Makes changes in methods or project design, if necessary. Responsible for safety and designing cost effective approaches to define the extent of contamination and develops feasible remedial options. Operates with latitude for unreviewed action or decision.

##### Typical Title:

- Project Manager, Project Engineer or Project Scientist

##### Normal Qualifications:

- Ph.D. Degree or equivalent, with 4-10 years experience; or
- M.S./M.A. with 6-12 years experience; or
- B.S./B.A. degree with 8-14 years experience.

##### Experience Factors:

Minimum of four (4) years of experience related to the contract statement of work or equivalent. Technical experience in chemical waste site investigations, or chemical cleanup activities, solid waste management, water pollution control, or other discipline directly related to the requirements of this contract. In addition, a Project Leader must demonstrate experience in managing groups of multi-disciplinary professionals and office personnel including reviewing budgetary requirements.

#### JUNIOR LEVEL (JL)/PROFESSIONAL LEVEL 2 (P-2)

Under supervision of a senior or project leader, carries out assignments associated with projects related to the contract statement of work. Work assignments are varied and require some originality and ingenuity. Applies training of professional discipline to assigned projects and translates technical guidance and training received into usable deliverables. Evaluates information associated with various projects for use in making recommendations to the client. Other duties as assigned.

Typical Title:

- Biochemist, Geologist, Geological Engineer, Civil Engineer, Environmental Engineer, Hydrologist, Chemist (analytical, environmental, organic, inorganic), Biologist, Ecologist, Environmental Scientist, Earth Scientist, Toxicologist, , Public Health Specialist (health specialist, industrial hygienist), Hazardous Waste Specialist, Chemical Engineer, and other professional disciplines which are directly related to and experienced in the requirements of the statement of work.

Normal Qualifications and Experience:

- M.S./M.A. Degree or equivalent, with 2-6 years experience in discipline; or
- B.S./B.A. Degree or equivalent, with 4-8 years experience in discipline.

Experience Factor:

- Minimum of 2 to 4 years in the professional discipline as detailed above.

ENTRY LEVEL (EL)/PROFESSIONAL LEVEL 1 (P-1)

Entry Level for professional classification. This individual works under supervision of team or project leader. Gathers and correlates basic data and performs routine tasks and other duties as assigned. Makes recommendations on work assignments and on variables which affect project implementation. Performs other duties as assigned.

Typical Title:

- Junior, Associate in any of the disciplines listed in Level 2 above.

Normal Qualifications and Experience:

- B.S./B.A. degree or equivalent; with 0-3 years experience

Experience Factor: None.

TECHNICIAN LEVEL 2

Performs non-routine and complex tasks in addition to routine assignments. Works at the direction of the team or project leader. Gathers and correlates basic data and performs routine analyses. May also perform experiments or tests which may require non-standard procedures and complex instrumentation. May construct components or subassemblies or prototype models. May troubleshoot malfunctioning equipment and make simple repairs as authorized by team or project leader.

Typical Title:

-Senior Technician

Normal Qualifications and Experience:

2 to 6 years experience in discipline or equivalent.

Experience Factor: Related to scope of the contract.

TECHNICIAN LEVEL 1

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;  
 Description;  
 Manufacturer;  
 Model;  
 Serial Number;  
 Acquisition Date;  
 Date received;  
 Acquisition Cost\*;  
 Acquisition Document Number;  
 Location;  
 Contract Number;  
 Account Number (if supplied);  
 Superfund (Yes/No);  
 Inventory Performance Date;  
 Disposition Date.

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting components of the system under the main component or maintain individual records for each. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

#### **G.10 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)**

The contract property administrator

Defense Contract Management Agency (DCMA)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

#### **G.11 DECONTAMINATION OF CONTRACTOR-OWNED EQUIPMENT (3G-3)**

With regard to equipment provided by the Contractor, the On-Scene Coordinator (OSC) may direct that such equipment be decontaminated either at the site of the removal or at the contractor's facilities. Labor charges and charges for decontamination equipment (equipment

used to decontaminate other equipment) for decontamination efforts directed by the Govern will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in Clause B.1. Charges for the equipment while it is being decontaminated will not be allowable charges under this contract. If the OSC directs any portion of the decontamination process to be performed at the contractor's facilities, a reasonable charge for the decontamination labor and decontamination equipment not to exceed one day shall be allowed for the time equipment is being decontaminated. Expenses for additional decontamination efforts not authorized by the OSC shall be borne by the Contractor.

## G.12 CEILING ON DIRECT LABOR COSTS

a) Notwithstanding any other Provision, Clause, or Term and Condition of this contract, ceilings are hereby established on the Direct labor Costs (excluding effort associated with the Program Manager) reimbursable under the contract. If the contractor decides to pay an employee from any of the professional, technical, or clerical classifications at a higher rate than specified below for work performed under this contract, the government will not be obligated to pay in excess of the ceiling amounts. In such cases the contractor will be paid the ceiling amount applicable to the particular labor classification. The following ceilings shall apply to direct labor charges.

BASE PERIOD DIRECT LABOR HOURLY CEILINGS							
LABOR CLASSIFICATION	C	T-1	T-2	P-1	P-2	P-3	P-4
YEAR 1							
YEAR 2							
YEAR 3							
YEAR 4							
YEAR 5							

OPTION PERIOD DIRECT LABOR HOURLY CEILINGS							
LABOR CLASSIFICATION	C	T-1	T-2	P-1	P-2	P-3	P-4
YEAR 6							
YEAR 7							
YEAR 8							
YEAR 9							
YEAR 10							

entry level; performs simple, routine tasks under supervision as established in chain of command procedures. Performs routine maintenance and may install, set-up or operate field equipment of moderate complexity. Provides a wide variety of support functions during field operations.

Typical Title:  
-Junior Technician

Normal Qualifications and Experience:  
None.

Experience Factor: None.

#### EXPERIENCE/QUALIFICATIONS SUBSTITUTE

(1) B.S. Degree - Any combination of additional years or experience in the proposed field of expertise plus full time college level study in the particular field totaling four years will be an acceptable substitute for a B.S. Degree.

(2) Masters Degree - A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two years will be an acceptable substitute for a Masters Degree.

(3) Ph. D. Degree - A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four years or a Masters Degree plus two years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph. D. Degree.

Additional years of graduate level study in an appropriate field will be considered equal years of experience on a one-to-one basis.

(5) For the technician categories, each year of full time college level study will be considered equivalent to a year of practical experience.

#### G.13 TEAM SUBCONTRACT CEILING RATE

The contractor will not be reimbursed for payments to it's team subcontractors for payments over the amounts specified below:

Team Subcontractor Name:	TBD
Cost Center Overhead	
Period	Term of the contract including option period if exercised
Base	Direct Labor
Rate	

#### G.14 MANDATORY MEETING DURING MOBILIZATION PERIOD

One (1) meeting after award.



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### H.2 PRINTING (DEC 2005) (EPAAR 1552.208-70) (DEC 2005)

#### (a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

#### (b) Prohibition.

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per

requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

*(c) Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

*(d) Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

*(e) Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

*(f) Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.



**ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

**H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until

after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.5 LIMITATION OF FUTURE CONTRACTING (RAC) (APR 2004) (EPAAR 1552.209-74) (DEC 2005) DEVIATION**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.

(c) The following applies when work is performed under this contract: Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the work assignment, task order, or tasking document and for a period of five (5) years after the completion of the work assignment, task order, or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(e) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(f) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(g) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting,

...ing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (g) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(h) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(i) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and al) to the contractor within two (2) business days after completion.

... / **OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION**

The Government has the option to extend the term of this contract for 1 (one) additional period. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 10,000 direct labor hours for the option period. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover a base period from TBD to TBD and the option period from TBD to TBD.

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of TBD for the option period.

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for the option period as follows:

	<u>Option Period</u>
Estimated Cost	<u>TBD</u>
Fixed Fee	<u>TBD</u>
Total	<u>TBD</u>

(d) If this contract contains "not to exceed amounts" for elements of other direct cost (ODC), those amounts will be increased as follows:

Other Direct <u>Cost Item</u>	<u>Option Period</u>
<u>TBD</u>	

(End of clause)

#### **H.8 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

#### **H.9 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

#### **H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this

tract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

#### **H.11 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

#### **H.12 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply



with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.13 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**



a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.14 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

#### **H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.16 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery

(42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.17 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to

the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.18 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

TBD

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.19 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

**0 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

**H.21 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)**

As authorized by the current EPA Procurement Policy Notice on Electronic Signatures (see URL<<http://www.epa.gov/oam/ptod/>> for latest version), the Government and Contractor agree to accept each other's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only. [List types of documents, or insert "None."]

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At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents. [List types of documents, or insert "None."]

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Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

**H.22 OPTION FOR INCREASED QUANTITY - TERM FORM SEGEMENT**

(a) By issuing a contract modification, the Government may increase the estimated level of effort as follows:

(1) Base Period. The Government will issue a minimum guarantee of 10,000 direct labor hours and may issue a maximum of 12 orders to increase the level of effort in multiples of 10,000 direct labor hours during the base period for a maximum of 120,000 optional direct labor hours. The total number of direct labor hours ordered during the Base Period of the contract, including all optional quantities, shall not exceed 130,000 direct labor hours.

(2) Option Period 1. The Government will issue a minimum guarantee of 10,000 direct labor

hours and may issue a maximum of 12 orders to increase the level of effort in multiples 10,000 direct labor hours during the Option period for a maximum of 120,000 optional direct labor hours. The total number of direct labor hours ordered during the Option Period of the contract, including all optional quantities, shall not exceed 130,000 direct labor hours.

(b) The estimated cost, base fee, and award fee pool of each multiple of 10,000 hours is as follows:

Increments	Estimated Costs	Base Fee	Total
Base Period (1-12)	TBD	TBD	TBD
Option Period 1 (1-12)	TBD	TBD	TBD

(c) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

### H.23 OPTION FOR INCREASED QUANTITY - SUBCONTRACTING POOL

(a) Beginning with the base period and continuing with the option period, the Government has the unilateral right to increase the Subcontracting Pool as specified below.

(a) By issuing a contract modification, the Government may increase the estimated level of effort as follows:

(1) Base Period. The subcontract pool will be structured with three(3) \$5,000,000 option increments and one (1) \$2,000,000 increment for the base period. The government may issue total of 4 orders to increase the subpool ceiling during the base period of the contract. The total Subcontracting Pool dollars provided during the Base Period including all options shall not exceed \$17,000,000.

(2) Option Period 1. The subcontract pool will be structured with three(3) \$5,000,000 option increments and one (1) \$2,000,000 increment for the option period. The government may issue a total of 4 orders to increase the subpool ceiling during the option period of the contract. The total Subcontracting Pool dollars provided during the Option Period including all options shall not exceed \$17,000,000.

(b) If the Government exercises these options, the following increases will be incorporated into the contract:

Increments	Estimated Costs	Base Fee	Total
Base Period (1-4)	TBD	TBD	TBD
Option Period 1 (1-4)	TBD	TBD	TBD

(c) When these options are exercised, "Estimated Cost" and "Subcontracting Pool" clause will be modified accordingly.

**H.24 HEALTH AND SAFETY**

The nature of the work to be performed under this contract is inherently hazardous. In performance of work under this contract the Contractor shall, as a minimum, satisfy all Federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety. Beyond this minimum requirement, the Contractor shall develop and submit for review to the Contracting Officer its corporate health and safety plan in accordance with the statement of work.

**H.25 PUBLIC COMMUNICATION**

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead the public, the Contractor shall, when communicating with outside parties, explain that it is an Agency Contractor.

**H.26 SIGNING OF UNIFORM HAZARDOUS WASTE MANIFESTS AND LAND BAN NOTIFICATION / CERTIFICATION**

(a) Unless otherwise directed in writing by the EPA Project Officer, the Contractor is authorized to sign uniform hazardous waste manifest forms (40 CFR Part 262) ("manifests") and land ban notifications/certifications /demonstrations (40 CFR Part 268.7 and .8) ("land ban records") for EPA at

perform sites which involve off-site transport of hazardous wastes. The Contractor shall sign the manifests and land ban records after writing or printing the phrase "On behalf of the United States Environmental Protection Agency" in the signature block. The Contractor shall not be considered a generator of hazardous wastes solely as a result of having signed the manifests or land ban records of behalf of EPA. Nothing contained in this paragraph shall be construed to create an agency relationship between the Contractor and EPA except with respect to the authorization to sign the manifests and land ban records. This authorization only extends to sites assigned under this contract. (b) This clause may be inserted in subcontracts. The Contractor may delegate the authority set forth therein to its subcontractors.

**H.27 EPA REGIONAL CROSSOVER**

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific work assignment (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

(b) The Contractor agrees to accept work assignments for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in the Section B clause B.2 entitled "Estimated Cost."

**H.28 UPDATE OF CONFLICT OF INTEREST PLAN**

The Contractor shall submit an annual report of any changes to the conflict of interest plan submitted with its offer to the Administrative Contracting Officer. This update shall cover any changes to the conflict of interest plan in the one-year period after the date of contract award, and all subsequent reports of any changes shall cover successive annual periods thereafter, until expiration or termination of the contract. The report notifying the EPA Contracting Officer of any changes to the conflict of interest plan must be received by the Contracting Officer no later than 45 calendar days after the close of the annual period. If there have been no changes to the conflict of interest plan during the annual period, no report notifying the Contracting Officer is required.

#### **H.29 NOTICE OF AWARD**

Within 10 working days after the Contractor awards a subcontract for service, it shall complete and submit to the Contracting Officer a Standard Form 99, Notice of Award of Contract.

#### **H.30 REQUIREMENT TO SUBMIT NOTICE (SF98/98A) (DEC 2001) DEVIATION**

(a) Upon receipt of work assignment the Contractor shall review the Statement of Work and determine whether the principal purpose of the subcontract is for services other than those incidental to performance of professional services. If the principal purpose of the work assignment is for services other than those incidental to the performance of professional services, the resultant subcontract must be a subcontract for services and the Service Contract Act (SCA) of 1965, as amended shall be included. The Contractor shall complete and submit to the Contracting Officer an SF98/98a "Notice of Intention to Make a Service Contract and Response to Notice/Attachment A". The Contractor shall complete the SF 98/98a in accordance with the instructions on the SF98 and FAR Section 22.1008-2. The Contractor may obtain SF98/98As from the Contracting Officer. The Contractor shall submit the notice to the Contracting Officer at least 75 days prior to issuance of an invitation to bid or request for proposal. The Contracting Officer will forward the properly completed SF98/98a to Department of Labor, Wage and Hour Division. Wage and Hour Division will take one of the following actions:

- (i) Issue and attach the applicable wage determination(s);
  - (ii) Indicate that no wage determination is in effect for the locality or contract performance;
  - (iii) Indicate that the service contract is not applicable; or
  - (iv) Return the Notice for additional information.
- (b) If it is not possible to submit the Notice 75 days prior to issuance of invitation to bid or request for proposal the Contractor.

#### **H.31 DAVIS-BACON ACT WAGE DETERMINATIONS**

(a) When developing solicitations for construction subcontracts exceeding \$2,000 the prime Contractor shall identify the applicable Davis Bacon Act Wage Determination from the "General Wage Determinations issued under Davis- Bacon and Related Acts" which are issued by the Department of Labor and available through the Government Printing Office (see FAR 22.404(3)). The prime Contractor shall notify the EPA Contracting Officer of the appropriate wage determinations to be used prior to issuance of the solicitation and/or prior to bid/proposal receipt. The prime Contractor shall request the EPA Contracting Officer to provide the applicable Wage Determination if the prime does not have access to the "General Wage Determinations". (b) In instances where a published wage determination does not exist that is applicable to the work being performance and /or for the location at which the work is being performed, a project wage determination will have to be requested from the Department of



3r. The prime Contractor shall provide the EPA Contracting Officer with sufficient notice for him/her to request a project wage determination from the Department of Labor (see FAR 22.404- 3). The prime Contractor shall forward an SF308, "Request for Determination and Response to Request", with the classifications of labor identified. The EPA Contracting Officer will verify that the information contained on the SF308 is complete and verify the labor classifications requested with the Project Officer and RPM prior to forwarding the SF308 to the Department of Labor.

### **H.32 NOTIFICATION TO SUBCONTRACTOR AND EMPLOYEES**

The Contractor shall ensure that the subcontractor is aware of the labor standard requirements and its responsibilities under these requirements. At time of award the Contractor shall furnish the subcontractor the Department of Labor Publication WH-1313, Notice to Employees Working on Government Contracts (obtainable from the Contracting Officer) for posting at a prominent and accessible place at the work site before Contractor performance begins.

### **H.33 DATA**

(a) The Contractor hereby agrees to deliver to the Government, as directed in individual work assignments and within the contract period of performance, the following documents:

(1) All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information," pursuant to the contract clause entitled "Treatment of Confidential Information."

All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims or Confidentiality."

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General," which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the contract clauses of this contract.

(4) Copies of all other types of additional data, including but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled "Additional Data Requirements."

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the FAR contract clause 52.227-16, entitled "Additional Data Requirements,"

(Section I, by-reference) the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Contractual agreements for supplies or services. (This exclusion does not apply, however, to data resulting from such services.)

(2) Contractor and personnel performance ratings and evaluations.

(3) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under condition restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under Paragraph (a) above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

#### **H.34 PERFORMANCE AND PAYMENT BONDS**

(a) The Miller Act applies to substantial and segregable construction exceeding \$25,000 under this contract. The Contractor shall furnish payment and performance bonds with the United States as the obligee in amounts specified by the Contracting Officer. Upon request of the prime Contractor and with the consent of the Contracting Officer, the performance bond may be provided by the subcontractor.

(b) In all cases, the Contracting Officer has the latitude to determine that the dollar amount of the Miller Act performance bond shall be "zero".

#### **H.35 ADVANCE AGREEMENT ON BONDING**

The Miller Act requires that the prime Contractor obtain performance and payment bonds on substantial and segregable construction exceeding \$25,000 under this contract. When required by the prime Contractor and approved by the Contracting Officer, the prime Contractor may be permitted to fulfill this requirement by requiring that the subcontractor furnish the bonds with the United States named as the obligee on the bond. In that event, it is hereby mutually agreed that there is no intent for the prime Contractor to merely act as the Government's purchasing agent and that this contract shall not be construed as a facilities management contract. It is further agreed that the privity of contract between the prime and the subcontractor and the responsibilities of each is not affected in any way by permitting the subcontractor to provide Miller Act bonds in lieu of the prime Contractor.

#### **H.36 OTHER DIRECT COST AND TRAVEL**

(1) Other Direct Costs--Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the contract for which EPA may reimburse the Contractor. ODCs will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)." Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below.

(2) Travel--Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

(3) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor

ing with the monthly invoices.

(4) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

(5) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit request, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

### **H.37 EXPERT TESTIMONY**

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site.

### **3 FUTURE EXPERT CONSULTING SERVICES**

It is recognized that, subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearing and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Therefore, the Contractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel. These intent agreements to provide such services in the future serve as notices of intent only. Such services are not purchased hereby and will be obtained through a separate contractual agreement.

### **H.39 RIGHTS OF WAY LAND EASEMENT**

The Government shall obtain necessary rights of way, land easements, and any other land agreements necessary to fulfill the requirements of this contract.

### **H.40 IMPLEMENTATION OF VALUE ENGINEERING ON RACs CONSTRUCTION SUBCONTRACTS**

(a) General. This contract is for architect-engineering services. Accordingly, as set forth in FAR 48.104-1(c), the prime contractor shall not share in value engineering savings. However, the contractor shall encourage any subcontractor, under a subcontract for construction as defined in FAR 36.102, to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The subcontractor shall share in any instant contract

savings realized from accepted VECs in accordance with the Value Engineering-Construction clause contained in its subcontract.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operations, maintenance, logistic support or Government furnished property. "Collateral savings" as used in this clause, means those measurable net reductions resulting from a VEC in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes. "Contractor development and implementation costs," as used in this clause, means those costs the prime contractor incurs on a VEC specifically in developing, testing, preparing and submitting the VEC, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VEC.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VEC, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of

processing the VEC. "Instant contract savings," as used in this clause, means the estimated reduction in Contractor or subcontractor cost of performance resulting from acceptance of the VEC, minus allowable

Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to the work assignment to implement; and  
(2) Results in reducing the estimated cost of the work assignment without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) in deliverable end item quantities only; or

(ii) to the contract or work assignment type only.

(c) VEC Preparation. As a minimum, the Contractor shall include in each VEC the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VEC preparation. The VEC shall include the following:

(1) A description of the difference between the existing work assignment requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the work assignment requirements that must be changed if the VEC is

accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for--

(i) the affected portions of the existing work assignment requirements, and

(ii) the VEC.

The cost reduction associated with the VEC shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VEC, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a work assignment modification accepting the VEC must be issued in order to achieve the maximum cost reduction, noting any effect on the work assignment

completion time or delivery schedule.

(7) Identification of any previous submissions of the VEC, including the dates submitted, the agencies and contract or work assignment numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECs to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

Government action.

(1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall

notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECPs expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the

Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to a work assignment citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice

to proceed with the change. Until a notice to proceed is issued or a work assignment modification applies a VECP to a work assignment, the Contractor shall perform in accordance with the existing work assignment. The Contracting Officer's decision to accept or reject all or part of any VECP shall

be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing.

(1) The contractor shall not share in any savings attributable to any VECPs. The Government's share of savings shall be determined in accordance with in the Value Engineering -- Construction clause contained in the construction subcontract, described in paragraph (h) below. In no event shall

government's share of savings be less than an amount determined by subtracting Government's from instant contract savings and multiplying the result by:

45 percent for fixed-price subcontracts or

(ii) 75 percent for cost-reimbursement subcontracts.

(2) Work Assignment Modifications. Government savings shall be reflected in reductions to the estimated costs of the applicable work assignment incorporated in a work assignment modification which shall--

(i) Accept the VECP;

(ii) Reduce the work assignment estimated cost by the amount of instant contract savings minus the subcontractor's share of savings;

(g) Collateral savings. The Contracting Officer shall be the sole determiner of the amount of collateral savings attributable to any VECP submitted by a subcontractor, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. This clause shall be substantially

the same as that contained in FAR 52.248-3, modified to reflect the relationship of the parties (e.g., change "contractor" to "subcontractor" in appropriate places). Attached to this clause is an example of an acceptable subcontract Value Engineering clause. Any subcontract containing a Value Engineering clause shall be subject to the provisions of the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)."

In computing any adjustment in this work assignment's estimated cost under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract, shall not be disclosed outside the Government or duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(j) The contractor shall include in its monthly reporting the monthly and cumulative amounts of savings due to the incorporation of any VECPs under this contract.

(k) Neither the base or award fee of this contract shall be increased or decreased as a result of the incorporation of a VECP submitted by a construction subcontractor pursuant to subcontract clause at FAR

52.248-3.

#### ATTACHMENT TO "IMPLEMENTATION OF VALUE ENGINEERING ON RAC CONSTRUCTION SUBCONTRACTS"

##### Value Engineering--Construction

(a) General. The subcontractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The subcontractor shall share in any instant contract savings realized from accepted VECPs in accordance with paragraph (f) below.

##### (b) Definitions.

"Collateral costs," as used in this clause, means agency costs of operations, maintenance, logistic support or Government or prime contractor furnished property.

"Collateral savings" as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Subcontractor development and implementation costs," as used in this clause, means those costs the subcontractor incurs on a VECP specifically in developing, testing, preparing and submitting the VECP, as well as those costs the subcontractor incurs to make the contractual changes required

by Government acceptance of a VECP. "Contractor development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing and submitting the

VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of

processing the VECP. "Instant contract savings," as used in this clause, means the estimated reduction in subcontractor cost of performance resulting from acceptance of the VECP, minus allowable subcontractor and

Contractor's development and implementation costs, including lower tier subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to the construction subcontract to implement; and
  - (2) Results in reducing the subcontract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
- (i) in deliverable end item quantities only; or

to the subcontract type only.

(c) VECP Preparation. As a minimum, the subcontractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing subcontract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the subcontract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for--

(i) the affected portions of the existing subcontract requirements, and

(ii) the VECP.

The cost reduction associated with the VECP shall take into account the prime and subcontractor's allowable development and implementation costs, including any amount attributable to lower tier subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government or prime contractor may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency or prime contractor.

(6) A statement of the time by which a subcontract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and work assignment and/or contract numbers involved, and previous Government actions, if known.

Submission. The Subcontractor shall submit VECPs to the \_\_\_\_\_ (insert appropriate prime contractor representative) at the worksite.

(e) Prime contractor action.

(1) The prime contractor shall notify the subcontractor of the status of the VECP within 45 calendar days after the prime contractor receives it. If additional time is required, the prime contractor shall notify the subcontractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The prime contractor will process VECPs expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the prime contractor shall notify the subcontractor in writing, explaining the reasons for rejection. The subcontractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the prime contractor. The prime contractor may require that the subcontractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the prime contractor's award of a modification to this subcontract citing this clause. The prime contractor may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the subcontractor a notice to proceed with the change. Until such a notice to proceed is issued or a subcontract modification applies a VECP to this subcontract, the subcontractor shall perform in accordance with the existing subcontract.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payments. Payment of any share due the subcontractor for use of a VECP on this



subcontract s shall be authorized by a modification to this subcontract to--

- (i) Accept the VECP;
  - (ii) Reduce the subcontract price or estimated cost by the amount of instant contract savings; and
  - (iii) Provide the subcontractor's share of savings by adding the amount calculated to the subcontract price or fee.
- (g) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Subcontractor's share of collateral savings shall not exceed--
- (1) the subcontract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or
  - (2) \$100,000, whichever is greater.

The Government Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613. (h) Lower tier Subcontracts. The subcontractor shall include an appropriate value engineering clause in any lower tier subcontract of \$50,000 or more and may include one in lower tier subcontracts of lesser value. In computing any adjustment in this subcontract's price under paragraph (f) above, the subcontractor's allowable development and implementation costs shall include any lower tier subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this subcontract, but shall exclude any value engineering incentive payments to a lower tier subcontractor; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP. (i) Data. The subcontractor may restrict the prime contractor's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts: "These data, furnished under the Value Engineering--Construction clause of contract , shall not be disclosed (insert either: "outside of the prime contractor or the Government" or: "to the prime contractor nor outside the Government") or duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the subcontractor or from another source without limitations."

If a VECP is accepted, the subcontractor hereby grants the prime contractor and the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the prime contractor and the Government shall have the rights specified in the subcontract modification implementing the VECP and shall appropriately mark the data (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)



## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 NOTICE Listing Contract Clauses Incorporated by Reference

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
52.204-9	JAN 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING

52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.244-2	AUG 1998	SUBCONTRACTS (JAN 2006) ALTERNATE I (JAN 2006)
52.248-2	MAR 1990	VALUE ENGINEERING PROGRAM--ARCHITECT-ENGINEER
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997) ALTERNATE I (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.  
(A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or

marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: \_\_\_\_\_

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **I.4 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **I.5 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004) DEVIATION**

The correct date for this clause is (DEC 2004).

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of pr.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

- (i) The facility is in all respects separate and distinct from activities the Contractor related to the performance of a contract; and
- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

#### **I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
----------------	-----------------------------------

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I.7 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)**

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

**I.8 IRREVOCABLE LETTER OF CREDIT (FAR 52.228-14) (DEC 1999)**

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary), of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and --

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the

close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of --

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of --

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILC's over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_\_\_\_\_

Irrevocable Letter of Credit No. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_ (For reference only)

TO: [U.S. Government agency]  
[U.S. Government agency's address]



1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ \_\_\_\_\_. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or transferee's sight drafts(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,  
[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]  
(Date) \_\_\_\_\_

Our Letter of Credit

Advice Number \_\_\_\_\_

Beneficiary: \_\_\_\_\_ [U.S. Government Agency]

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is

attached, issued by \_\_\_\_\_ [name of issuing financial institution] for drawings c to United States dollars \_\_\_\_\_/U.S. \$ \_\_\_\_\_ and expiring with our close of business on \_\_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_  
[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_\_  
[City, State]

(Date) \_\_\_\_\_

\_\_\_\_\_  
[Name and address of financial institution]

Pay to the order of \_\_\_\_\_ [Beneficiary Agency]  
the sum of United States \$ \_\_\_\_\_.

This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_

\_\_\_\_\_  
[Beneficiary Agency]

By: \_\_\_\_\_

#### **I.9 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

#### **I.10 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006) (FAR 52.244-6) (FEB 2006) DEVIATION**

The correct date for this clause is (SEP 2006).

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its contractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I.11 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) (FAR 52.247-1) (FEB 2006)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Environmental Protection Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Environmental Protection Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement Contract No \_\_\_\_\_  
This may be confirmed by contacting: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **I.12 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR 52.247-67) (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

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(To be filled in by the Contracting Officer)

**I.13 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY -- MODIFICATION (FAR 52.203-9)  
(SEP 1995) DEVIATION**

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

**CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION**

(1) I, [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), hereinafter referred to as "the Act", as implemented in the FAR, occurring during the

act of this procurement (contract and modification number). (2) As required by subsection (1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

Signature of the Officer or Employee Responsible  
for the Modification Proposal and Date

Typed Name of the Officer or Employee Responsible  
for the Modification Proposal

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed

prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor : ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

#### **I.14 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997) DEVIATION**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### **I.15 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52-219-6) (JUN 2003) ALTERNATE 1 (OCT 1995) DEVIATION**

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

#### **I.16 UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8) (MAY 2004) DEVIATION**

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing

contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. "Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

It has received certification as a small disadvantaged business concern consistent with FAR part 124, subpart B;

No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the

database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

# **I.17 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (FAR 52.236-23) (APR 1984)**

**DIVIATION**

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**I.18 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arinet.gov/far/>

**I.19 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**I.20 RESTRICTIONS ON SUBCONTRACTORS SALES TO THE GOVERNMENT FAR 52.203-6 (SEP 2006)**

Incorporated by Reference

**I.21 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FAR 52.209-6) (SEP 2006)**

Incorporated by reference.

**I.22 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (FAR 52.222-35) (SEP 2006)**

Incorporated by reference.



**3 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER  
ELIGIBLE VETERANS (FAR 52.222-37) (SEP 06)**

Incorporated by reference.

**I.24 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13) (FEB 06)**

Incorporated by reference.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

<b>Number</b>	<b>Attachment Title</b>
A	Statement of Work
B	Reports of Work
C	Proposal Instructions
D	Invoice Instructions

**ADDENDA TO STATEMENT OF WORK**

**EXHIBIT 1 - WORK BREAKDOWN STRUCTURE (WBS)**

**EXHIBIT 2 - TASK INVENTORY**

**RAC II Full Service  
Exhibit 1  
WORK BREAKDOWN STRUCTURE (WBS)**

**- FUND-LEAD SITE SPECIFIC WORK AREAS -**

**REMEDIAL INVESTIGATION/FEASIBILITY STUDY**

Work Area Code: RI

Action Code: CO (RI/FS Combined), RI (Remedial Investigation),  
FS (Feasibility Study)

Tasks (Task Category Code)

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Project Planning and Support (PP)</li> <li>2. Community Involvement (CR)</li> <li>3. Field Investigation/Data Acquisition (FI)</li> <li>4. Sample Analysis (SN)</li> <li>5. Analytical Support and Data Validation (AN)</li> <li>6. Data Evaluation (DE)</li> <li>7. Risk Assessment (RA)</li> <li>8. Treatability Study/Pilot Testing (TT)</li> </ol> | <ol style="list-style-type: none"> <li>9. Remedial Investigation Report (RR)</li> <li>10. Remedial Alternatives Screening (RS)</li> <li>11. Remedial Alternatives Evaluation (RE)</li> <li>12. FS Report (FS)</li> <li>13. Post RI/FS Support (PR)</li> <li>14. Administrative Record (AR)</li> <li>15. Work Assignment/Task Order Close Out (CO)</li> </ol> |
|--|--|

**REMEDIAL DESIGN**

Work Area Code: RD

Action Code: RD

Tasks (Task Category Code)

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Project Planning and Support (PP)</li> <li>2. Community Involvement (CR)</li> <li>3. Field Investigation/Data Acquisition (FI)</li> <li>4. Sample Analysis (SN)</li> <li>5. Analytical Support and Data Validation (AN)</li> <li>6. Data Evaluation (DE)</li> <li>7. Treatability Study/Pilot Testing (TT)</li> </ol> | <ol style="list-style-type: none"> <li>8. Preliminary Design (PD)</li> <li>9. Equipment/Services/Utilities (ES)</li> <li>10. Intermediate Design (ID)</li> <li>11. Pre-final/Final Design (FD)</li> <li>12. Reuse Planning (RV)</li> <li>13. Post Remedial Design Support (DS)</li> <li>14. Work Assignment/Task Order Close Out (CO)</li> </ol> |
|---|--|

**REMEDIAL ACTION**

Work Area Code: RA

Action Code: RA

Tasks (Task Category Code)

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Project Planning and Support (PP)</li> <li>2. Community Involvement (CR)</li> <li>3. Procurement of Subcontract (PB)</li> <li>4. Management Support (MS)</li> <li>5. Detailed Resident Inspection (Resident Engineer) (RI)</li> <li>6. Analytical Support and Data Validation (AN)</li> </ol> | <ol style="list-style-type: none"> <li>7. Cleanup Validation (CV)</li> <li>8. Remedial Action Implementation (Subpool Activities) (AI)</li> <li>9. Reuse Planning (RV)</li> <li>10. Project Performance (PJ)</li> <li>11. Project Completion and Close Out (PC)</li> <li>12. Work Assignment/Task Order Close Out (CO)</li> </ol> |
|---|---|

<b>CONSTRUCTION SUPPORT</b>		Work Area Code: CO	Action Code: RA
<b>Tasks</b> (Task Category Code)         1. Project Planning and Support (PP) 2. Community Involvement (CR) 3. Management Support (MS) 4. Detailed Resident Inspection (Resident Engineer) (RI)		5. Analytical Support and Data Validation (AN) 6. Cleanup Validation (CV) 7. Project Completion and Close Out (PC) 8. Work Assignment/Task Order Close Out (CO)	
<b>LONG TERM RESPONSE ACTION</b>		Work Area Code: LR	Action Code: LR
<b>Tasks</b> (Task Category Code)         1. Project Planning and Support (PP) 2. Community Involvement (CR) 3. Procurement of Subcontract (PB) 4. Management Support (MS) 5. Detailed Resident Inspection (Resident Engineer) (RI) 6. Analytical Support and Data Validation (AN)		7. Remedial Action Implementation (Subpool Activities) (AI) 8. Cleanup Validation (CV) 9. Reuse Planning (RV) 10. Project Performance (PJ) 11. Project Completion and Close Out (PC) 12. Work Assignment/Task Order Close Out (CO)	
<b>NON-TIME CRITICAL REMOVAL SUPPORT (EE/CAs)</b>		Work Area Code: NS	Action Code: EE
<b>Tasks</b> (Task Category Code)         1. Project Planning and Support (PP) 2. Community Involvement (CR) 3. Field Investigation/Data Acquisition (FI) 4. Sample Analysis (SN) 5. Analytical Support and Data Validation (AN) 6. Data Evaluation (DE) 7. Risk Assessment (RA)		8. Identification and Screening of Removal Alternatives (IS) 9. Analysis of Removal Alternatives (AL) 10. Engineering Evaluation/Cost Analysis (EE/CA) Report (EE) 11. Post EE/CA Support (PE) 12. Administrative Record (AR) 13. Work Assignment/Task Order Close Out (CO)	

<b>NON-TIME CRITICAL REMOVAL ACTION</b>		Work Area Code: NA	Action Code: LV
<u>Tasks</u> (Task Category Code) <ol style="list-style-type: none"> <li>1. Project Planning and Support (PP)</li> <li>2. Community Involvement (CR)</li> <li>3. Procurement of Subcontract (PB)</li> <li>4. Management Support (MS)</li> <li>5. Detailed Resident Inspection (Resident Engineer) (RI)</li> <li>6. Post Remedial Design Support (DS)</li> <li>7. Pre-final/Final Design (FD)</li> <li>8. Intermediate Design (ID)</li> </ol>		<ol style="list-style-type: none"> <li>9. Preliminary Design (PD)</li> <li>10. Cleanup Validation (CV)</li> <li>11. Remedial Action/Non-time Critical Removal Action Implementation (Subpool Activities) (AI)</li> <li>12. Project Performance (PJ)</li> <li>13. Project Completion and Close Out (PC)</li> <li>14. Work Assignment/Task Order Close Out (CO)</li> </ol>	
<b>POST-CONSTRUCTION REMEDIAL ACTION</b>		Work Area Code: PC	Action Code: RA
<u>Tasks</u> (Task Category Code) <ol style="list-style-type: none"> <li>1. Project Planning and Support (PP)</li> <li>2. Community Involvement (CR)</li> <li>3. Procurement of Subcontract (PB)</li> <li>4. Management Support (MS)</li> <li>5. Detailed Resident Inspection (Resident Engineer) (RI)</li> <li>6. Analytical Support and Data Validation (AN)</li> </ol>		<ol style="list-style-type: none"> <li>7. Cleanup Validation (CV)</li> <li>8. Remedial Action Implementation (Subpool Activities) (AI)</li> <li>9. Reuse Planning (RV)</li> <li>10. Project Performance (PJ)</li> <li>11. Project Completion and Close Out (PC)</li> <li>12. Work Assignment/Task Order Close Out (CO)</li> </ol>	

- ENFORCEMENT SUPPORT SITE SPECIFIC WORK AREAS -		
RI/FS OVERSIGHT		
Work Area Code: RS		Action Code: BD (RI/FS Combined); NA (Remedial Investigation); NK (Feasibility Study)
<u>Tasks</u> (Task Category Code)		
1. Project Planning and Support (PP)	9. Remedial Investigation Report (RR)	
2. Community Involvement (CR)	10. Remedial Alternatives Screening (RS)	
3. Field Investigation/Data Acquisition (FI)	11. Remedial Alternatives Evaluation (RE)	
4. Sample Analysis (SN)	12. FS Report (FS)	
5. Analytical Support and Data Validation (AN)	13. Post RI/FS Support (PR)	
6. Data Evaluation (DE)	14. Administrative Record (AR)	
7. Risk Assessment (RA)	15. Work Assignment/Task Order Close Out (CO)	
8. Treatability Study/Pilot Testing (TT)		
NEGOTIATION SUPPORT		
Work Area Code: NG		Action Code: NG
<u>Tasks</u> (Task Category Code)		
1. Project Planning and Support (PP)	4. Post ROD Cost Analysis (RC)	
2. Negotiation Support (NG)	5. Work Assignment/Task Order Close Out (CO)	
3. Document Review (DR)		
RD OVERSIGHT		
Work Area Code: RO		Action Code: BE
<u>Tasks</u> (Task Category Code)		
1. Project Planning and Support (PP)	7. Data Evaluation (DE)	
2. Community Involvement (CR)	8. Review of PRP RD/RA Submittals (RP)	
3. Field Investigation/Data Acquisition (FI)	9. Remedial Action Oversight (RO)	
4. Sample Analysis (SN)	10. Technical Meeting Support (TM)	
5. Analytical Support and Data Validation (AN)	11. Work Assignment/Task Order Close Out (CO)	
6. Reuse Planning (RV)		
RA OVERSIGHT		
Work Area Code: RX		Action Code: BF
<u>Tasks</u> (Task Category Code)		
1. Project Planning and Support (PP)	7. Data Evaluation (DE)	
2. Community Involvement (CR)	8. Review of PRP RD/RA Submittals (RP)	
3. Field Investigation/Data Acquisition (FI)	9. Remedial Action Oversight (RO)	
4. Sample Analysis (SN)	10. Technical Meeting Support (TM)	
5. Analytical Support and Data Validation (AN)	11. Work Assignment/Task Order Close Out (CO)	
6. Reuse Planning (RV)		

<b>REMOVAL OVERSIGHT</b>		Work Area Code: VO	Action Code: BB
<u>Tasks</u> (Task Category Code)			
1. Project Planning and Support (PP)		7. Risk Assessment (RA)	
2. Community Involvement (CR)		8. Review of PRP Removal Submittals (RQ)	
3. Field Investigation/Data Acquisition (FI)		9. Removal Oversight (VO)	
4. Sample Analysis (SN)		10. Technical Meeting Support (TM)	
5. Analytical Support and Data Validation (AN)		11. Administrative Record (AR)	
6. Data Evaluation (DE)		12. Work Assignment/Task Order Close Out (CO)	
<b>LONG TERM RESPONSE ACTION OVERSIGHT</b>		Work Area Code: ME	Action Code: ME
1. Project Planning and Support (PP)		7. Data Evaluation (DE)	
2. Community Involvement (CR)		8. Review of PRP RD/RA Submittals (RP)	
3. Field Investigation/Data Acquisition/Data Acquisition (FI)		9. O&M Oversight (OM)	
4. Sample Analysis (SN)		10. Technical Meeting Support (TM)	
5. Analytical Support and Data Validation (AN)		11. Work Assignment/Task Order Closeout (CO)	
6. Reuse Planning (RV)			
<b>OPERATION AND MAINTENANCE (O&amp;M) OVERSIGHT</b>		Work Area Code: OM	Action Code: OM
1. Project Planning and Support (PP)		5. Data Evaluation (DE)	
2. Community Involvement (CR)		6. Technical Meeting Support (TM)	
3. O&M Oversight (OM)		7. Reuse Planning (RV)	
4. Analytical Support and Data Validation (AN)		8. Work Assignment/Task Order Closeout (CO)	
<b>LITIGATION SUPPORT</b>		Work Area Code: LS	Action Code: LT
<u>Tasks</u> (Task Category Code)			
1. Project Planning and Support (PP)		4. Technical Assistance (TA)	
2. Document Collection (DC)		5. Work Assignment/Task Order Close Out (CO)	
3. Expert Witness Support (EW)			
<b>POST-CONSTRUCTION REMEDIAL ACTION OVERSIGHT</b>		Work Area Code: PO	Action Code: BF
<u>Tasks</u> (Task Category Code)			
1. Project Planning and Support (PP)		7. Data Evaluation (DE)	
2. Community Involvement (CR)		8. Review of PRP RD/RA Submittals (RP)	
3. Field Investigation/Data Acquisition (FI)		9. Remedial Action Oversight (RO)	
4. Sample Analysis (SN)		10. Technical Meeting Support (TM)	
5. Analytical Support and Data Validation (AN)		11. Work Assignment/Task Order Close Out (CO)	
6. Reuse Planning (RV)			



**- OTHER TECHNICAL ASSISTANCE SITE SPECIFIC WORK AREAS -**

**COMMUNITY INVOLVEMENT**

Work Area Code: CR (Remedial); CS (Removal); or CT (Enforcement)

Action Code: CR

Tasks (Task Category Code)

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Project Planning and Support (PP)</li> <li>2. Community Involvement Plan (CP)</li> <li>3. Public Meeting/Public Hearing Support (PM)</li> <li>4. Fact Sheet Preparation (FP)</li> <li>5. Proposed Plan Support (PL)</li> </ol> | <ol style="list-style-type: none"> <li>6. Public Notices (PN)</li> <li>7. Information Repositories (IR)</li> <li>8. Site Mailing List (ML)</li> <li>9. Responsiveness Summary Support (SU)</li> <li>10. Work Assignment/Task Order Close Out (CO)</li> </ol> |
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**SAMPLING AND ANALYTICAL SUPPORT**

Work Area Code: AN (Remedial); AO (Removal); or AP (Enforcement)

Action Code: LA

Tasks (Task Category Code)

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| <ol style="list-style-type: none"> <li>1. Project Planning and Support (PP)</li> <li>2. Sample Analysis (SN)</li> <li>3. Data Evaluation (DE)</li> </ol> | <ol style="list-style-type: none"> <li>4. Analytical Support and Data Validation (AN)</li> <li>5. Characterization and Disposal of Field Generated Waste (CD)</li> <li>6. Work Assignment/Task Order Close Out (CO)</li> </ol> |
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**PRE-DESIGN INVESTIGATION**

Work Area Code: PI

Action Code: DE

Tasks (Task Category Code)

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| <ol style="list-style-type: none"> <li>1. Project Planning and Support (PP)</li> <li>2. Treatability Study/Pilot Testing (TT)</li> <li>3. Field Investigation/Data Acquisition (FI)</li> <li>4. Sample Analysis (SN)</li> </ol> | <ol style="list-style-type: none"> <li>5. Analytical Support and Data Validation (AN)</li> <li>6. Data Evaluation (DE)</li> <li>7. Pre-design Engineering Report (ER)</li> <li>8. Work Assignment/Task Order Close Out (CO)</li> </ol> |
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<b>TREATABILITY STUDY/PILOT TESTING</b>		Work Area Code: PT	Action Code: CO (RI/FS), RD ( Remedial Design), BD (RI/FS Oversight)
<u>Tasks</u> (Task Category Code)			
1.	Project Planning and Support (PP)	5.	Data Analysis and Interpretation (DI)
2.	Treatability Study/Pilot Testing (TT)	6.	Treatability Study/Pilot Test Report (TP)
3.	Sample Analysis (SN)	7.	Work Assignment/Task Order Close Out (CO)
4.	Analytical Support and Data Validation (AN)		
<b>RISK ASSESSMENT</b>			
		Work Area Code: RK (Remedial) or RL (Enforcement)	Action Code: ED
<u>Tasks</u> (Task Category Code)			
1.	Project Planning and Support (PP)	5.	Data Evaluation (DE)
2.	Identification of Existing Information (II)	6.	Field Investigation (FI)
3.	Sample Analysis (SN)	7.	Risk Assessment (RA)
4.	Analytical Support and Data Validation (AN)	8.	Work Assignment/Task Order Close Out (CO)
<b>PRELIMINARY ASSESSMENT FOR SITE ASSESSMENT</b>			
		Work Area Code: PA	Action Code: QB (Fund lead); ON (Brownfields)
<u>Tasks</u> (Task Category Code)			
1.	Project Planning and Support (non-site specific) (PQ)	3.	- n. Site Specific Activities (SS)
2.	Work Assignment/Task Order Close Out (CO)		
<b>SITE INSPECTION FOR SITE ASSESSMENT</b>			
		Work Area Code: SI	Action Code: QB (Fund lead); ON (Brownfields)
<u>Tasks</u> (Task Category Code)			
1.	Project Planning and Support (non-site specific) (PQ)	3.	- n. Site Specific Activities (SS)
2.	Work Assignment/Task Order Close Out (CO)		
<b>HRS PACKAGE PREPARATION FOR SITE ASSESSMENT</b>			
		Work Area Code: HR	Action Code: HR
<u>Tasks</u> (Task Category Code)			
1.	Project Planning and Support (non-site specific) (PQ)	3.	- n. Site Specific Activities (SS)
2.	Work Assignment/Task Order Close Out (CO)		

<b>SITE SECURITY AND MAINTENANCE</b>	
Work Area Code: SS (Remedial); ST (Removal); or SU (Enforcement)	Action Code: PD
<b>Tasks</b> (Task Category Code) 1. Project Planning and Support (PP) 2. Site Maintenance (SM)	3. Site Security/Guard Services (GS) 4. Work Assignment/Task Order Close Out (CO)
<b>DESIGN ASSISTANCE</b>	
Work Area Code: DA	Action Code: DA
<b>Tasks</b> (Task Category Code) 1. Project Planning and Support (PP) 2. Technical Assistance (TA)	3. Work Assignment/Task Order Close Out (CO)
<b>FIVE-YEAR REVIEW</b>	
Work Area Code: FR	Action Code: FE
<b>Tasks</b> (Task Category Code) 1. Project Planning and Support (PP) 2. Community Involvement (CR) 3. Document Review (DR) 4. Standards (ARAR) Review (SR)	5. Site Visit/Interviews (SV) 6. Site Inspection/Technology Review (SI) 7. Five-year Review Report (FR) 8. Work Assignment/Task Order Close Out (CO)
<b>RECORDS MANAGEMENT AND ADMINISTRATIVE SUPPORT</b>	
Work Area Code: RM (Remedial); RN (Removal); or RT (Enforcement)	Action Code: SW
<b>Tasks</b> (Task Category Code) 1. Project Planning and Support (PP) 2. Site File Organization (SO) 3. Administrative Record (AR)	4. Administrative Support (AS) 5. Work Assignment/Task Order Close Out (CO)
<b>REAL PROPERTY ACQUISITION SUPPORT</b>	
Work Area Code: RP (Remedial); RQ (Removal); or RR (Enforcement)	Action Code: RL
<b>Tasks</b> (Task Category Code) 1. Project Planning and Support (PP) 2. Property Acquisition (PA)	3. Work Assignment/Task Order Close Out (CO)

<b>TECHNICAL ASSISTANCE</b>	
Work Area Code: TA (Remedial); TB (Removal); or TC (Enforcement)	Action Code: TA
<b>Tasks</b> (Task Category Code) 1. Project Planning and Support (PP) 2. Expert Technical Assistance (ET)	3. Work Assignment/Task Order Close Out (CO)
<b>INTEGRATED SITE ASSESSMENT/INVESTIGATION</b>	
Work Area Code: SA (Remedial); or SB (Enforcement)	Action Code: QB
<b>Tasks</b> (Task Category Code) 1. Project Planning and Support (PP) 2. Initial Site Discovery/Screening Support (SD)	3. Integrated Sampling/Investigation Support (SA) 4. Work Assignment/Task Order Close Out (CO)

#### Locational Data Policy

The contractor shall comply with all requirements related to the Agency's Location Data Policy (LDP) as described in EPA Publication 220 B-92-008 (March 1992 or latest revision) entitled, "Locational Data Policy Implementation Guidance: Guide to the Policy." The LDP assures the collection of accurate, consistently-formatted, and fully documented locational coordinated for facilities, sites, monitoring points, and observation points regulated or tracked under federal environmental programs within the Agency's jurisdiction. The LDP establishes principles for collecting and documenting geodetic coordinates defined in terms of latitude and longitude (lat/long). In addition to these locational data, LDP requires documentation of specific information regarding the method used to measure lat/long coordinate, the accuracy of the measurement, and a description of the place where the lat/long were taken. In order to effectively implement the LDP policy, the contractor shall collect and document the following information when collecting data under this contract:

- **Latitude/Longitude Coordinates:** Latitude and longitude coordinates shall be provided in accordance with the Federal Interagency Coordinating Committee for Digital Cartography (FICCDC) recommendations. The coordinates must define a point, line or area, according to the most appropriate data type fore the entity being represented (i.e., singly or multiple times).
- **Methodology Description:** The specific method used to determine lat/long coordinates shall be described (i.e., remote sensing techniques, map interpolation, cadastral survey).
- **Textual Description:** Each item shall be described in written text to which the lat/long coordinates refer (i.e, north-west corner of the site, entrance to the facility, point of discharge).
- **Estimation of Accuracy:** Measurements of accuracy related to lat/long coordinates shall be estimated in terms of the most precise units of measurement used.

# **Remedial Action Contract II Full Service (RAC II FS)**

## **TASK INVENTORY**

### **Exhibit 2**

# RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
AI	REMEDIAL ACTION/NON-TIME CRITICAL REMOVAL ACTION (SUBPOOL ACTIVITIES)	RA, LR, NA, PC	<p>Implement the remedy by subcontractor(s) at the site in accordance with the design and all subcontract(s) documents (drawings, specifications and plans). Typical activities include:</p> <ul style="list-style-type: none"> <li>o Site specific construction and remedial actions (secure site and establish operations area, including laying out of clean zone, waste/stage handling areas &amp; decon areas</li> <li>o Implementation of remedy in accordance with ROD or EE/CA and Remedial Design Plans and Specifications.</li> <li>o Site specific RA reserve (change orders) (reserve usually 15% of estimated subcontract cost depending on nature of job) [NOTE: This for costs only - no hours should be reflected under this task. Dollars only task.]</li> </ul>
AL	ANALYSIS OF REMOVAL ALTERNATIVES	NS	<p>Assess individual removal alternatives against the criteria of effectiveness, implementability and cost, in addition to comparative analysis of options. Recommend and conduct treatability studies at direction of EPA. EPA shall determine the selected removal alternative.</p>
AN	ANALYTICAL SUPPORT AND DATA VALIDATION	RI, RD, RA, CO, LR, NS, PC, RS, RO, RX, VO, ME, OM, PO, PI, PT, RK/RL, AN/AO/AP	<p>Schedule, coordinate, track, and oversee sample analyses and validate analytical data produced. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Collect, prepare, and ship environmental samples in accordance with the Field Sampling Plan (FSP). The following types of sampling may be required: <ul style="list-style-type: none"> <li>- Field screening</li> <li>- Groundwater sampling</li> <li>- Surface and subsurface soil sampling</li> <li>- Surface water and sediment sampling</li> <li>- Air monitoring and sampling</li> <li>- Biota sampling</li> <li>- Other types of media sampling and screening</li> </ul> </li> <li>o Develop Data Quality Objectives (DQO) for each sampling event; these DQOs shall be the determinative factor for assessing the success or failure of the sampling</li> <li>o Request, obtain, and perform oversight of analytical services in compliance with EPA requirements</li> <li>o Coordinate with the EPA Sample Management Office (SMO), the Regional Sample Control Coordinator (RSCC), and/or the Environmental Services Division (ESD) regarding analytical, data validation, and quality assurance issues</li> <li>o Implement the EPA-approved laboratory quality assurance program which provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions</li> <li>o Provide sample management including chain-of custody procedures, information management, sample retention, and 10-year data storage</li> <li>o Perform data validation, the process by which the quality of the data, the defensibility of the data, and the chain of custody are verified. Perform data validation in accordance with Regional guidelines.</li> <li>o Review data for usability for its intended purpose</li> <li>o Provide reports on data validation and usability</li> </ul>

## RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
AR	ADMINISTRATIVE RECORD	RI, NS, RS, VO, RM/RN/RT	<p>Produce the Administrative Record. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Attend meeting with EPA Contracting Officer's Representative (COR), Site Attorney, and Administrative Record Coordinator.</li> <li>o Provide assistance in compiling documents comprising of the Administrative Record File in accordance with EPA Regional guidance or other procedures as specified.</li> <li>o Prepare Draft Administrative Record Index in accordance with EPA Regional guidance or other procedures as specified.</li> <li>o Prepare Administrative Record Index.</li> <li>o Coordinate duplication of Administrative Record.</li> <li>o Assemble Administrative Record and Index.</li> </ul>
AS	ADMINISTRATIVE SUPPORT	RM/RN/RT	Provide administrative activities during the preparation of the site file and Administrative Record at the direction of the COR.
CD	CHARACTERIZATION AND DISPOSAL OF FIELD GENERATED WASTE	AN/AO/AP	Characterize and dispose wastes generated by sampling activities. Dispose of wastes in accordance with local, state, and Federal regulations.
CO	WORK ASSIGNMENT/TASK ORDER CLOSEOUT	In all Work Areas	<p>Close out Work Assignment/Task Order. Activities include:</p> <ul style="list-style-type: none"> <li>o Return of documents to EPA or other document repositories</li> <li>o File duplication, distribution, and storage</li> <li>o File archiving to meet Federal Records Center requirements</li> <li>o Use of microfiche, microfilm, or other EPA-approved data storage technology</li> <li>o Prepare a Work Assignment/Task Order Close-out Report (WACR) in accordance with Regional guidance or other procedures as specified in the Work Assignment/Task Order. The WACR shall address the circumstances that explain why the final hours/budget is greater than the +/- 10% of the original approved work plan hours/budget.</li> </ul>
CP	COMMUNITY INVOLVEMENT PLAN	CR/CS/CT	<p>Prepare and/or update a Community Involvement Plan (CIP). The plan shall include a description of the site and the community, an overview of community involvement to date, community concerns regarding the site, in addition to required and suggested community involvement activities. A list of elected officials, Agency representatives and other key contacts are to be included. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Review existing site information when directed by EPA</li> <li>o Prepare for and conduct interviews in the site community.</li> <li>o Prepare and submit CIP</li> </ul>

# RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
CR	COMMUNITY INVOLVEMENT	RI, RD, RA, CO, LR, NS, NA, PC, RS, RO, RX, VO, ME, OM, PO, FE	<p>Prepare and implement the Community Involvement Plan (CIP) for the site. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Conduct community interviews.</li> <li>o Prepare Community Involvement Plan (CIP)</li> <li>o Provide public meeting and/or open house support</li> <li>o Prepare fact sheets, notices and other informational documents</li> <li>o Provide support for Proposed Plan in accordance with "The NCP and EPA Community Involvement in Superfund-A Handbook" (most current version)</li> <li>o Provide public hearing support</li> <li>o Publish Public Notices in local newspapers serving the site community</li> <li>o Maintain public information repositories</li> <li>o Develop and update site mailing list</li> <li>o Provide administrative and technical support for Responsiveness Summary</li> <li>o Prepare presentation materials</li> <li>o Implementation of other Community Involvement activities as identified by the site specific Community Involvement Plan or EPA</li> <li>o Provide technical support to review Community Involvement deliverables and participate in public meetings</li> </ul> <p>In addition to above for Work Area NS:</p> <ul style="list-style-type: none"> <li>o Provide support for Engineering Evaluation/Cost Analysis in accordance with Regional requirements</li> </ul>
CV	CLEANUP VALIDATION	RA, CO, LR, NA, PC	<p>Provide quality assurance monitoring and documentation that the work being done at the site is in accordance with the design and all subcontract(s) documents (drawings, specifications and plans). Typical activities include:</p> <ul style="list-style-type: none"> <li>o Sampling <ul style="list-style-type: none"> <li>Perform confirmatory sampling and analysis to include sample collection, shipping, analysis, and validation costs</li> </ul> </li> <li>o Cleanup Status Report <ul style="list-style-type: none"> <li>Development of a report at the request of the COR that describes the progress of the remedial action based upon sampling and analytical results</li> </ul> </li> </ul>
DC	DOCUMENT COLLECTION	LS	Produce site documents to support discovery activities.



## RAC II Full Scale TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
DE	DATA EVALUATION	RI, RD, NS, RS, RO, RX, VO, ME, OM, PO, AN/AO/AP, PI, RK/RL	<p>For RS, RO, RX and VO:  Compile split sampling data and the discussion of usability of all data. A report summarizing split sample results shall be submitted. The report shall include a discussion of analytical results, a comparison of PRP sampling data with the split samples analyzed by EPA and a discussion of any discrepancies.</p> <p>For remaining Work Areas:  Compile analytical and field data. Provide data in format that is compatible with Regional or National electronic data management network. [For RI and NS Work Areas: Data shall be utilized in the preparation of the RI and Risk Assessment Report tables, maps and figures.] Typical activities the include:</p> <ul style="list-style-type: none"> <li>o Data usability evaluation/field QA/QC</li> <li>o Data Reduction and Tabulation</li> <li>o Data trend evaluation and/or modeling and submission of Technical Memorandum</li> </ul> <p>For Work Areas RI and NS:</p> <ul style="list-style-type: none"> <li>o Data Reduction and Tabulation. <ul style="list-style-type: none"> <li>- Soil boring and monitoring well logs.</li> <li>- Field sampling data.</li> <li>- Hydrogeological testing data.</li> <li>- Geophysical data (downhole geophysics, survey).</li> <li>- Analytical results.</li> </ul> </li> <li>o Environmental Fate and Transport Modeling/Evaluation</li> </ul>
DI	DATA ANALYSIS AND INTERPRETATION	PT	<p>Summarize and evaluate the data collected to determine the validity or performance of the treatment process. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Determine quality of data and usability/limitations <ul style="list-style-type: none"> <li>- Assess precision, accuracy and completeness</li> </ul> </li> <li>o Data compilation</li> <li>o Statistical analysis</li> </ul>

# RAC II Full Set      TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
DR	DOCUMENT REVIEW	NG, FR	<p>For NG:  Review and comment on enforcement documents. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Develop or review scopes of work for enforcement documents</li> <li>o Review of PRP submittals at the direction of the EPA COR</li> <li>o Prepare Technical Memorandum</li> </ul> <p>For FR:  Review documents and site files, at the direction of the EPA COR, to become knowledgeable with the history and status of the site. Review of specific documents include:</p> <ul style="list-style-type: none"> <li>o Record of Decision (ROD)</li> <li>o ROD Summaries</li> <li>o Consent Decrees</li> <li>o Close-out Reports</li> <li>o Operation and Maintenance Manuals and Reports</li> <li>o Groundwater Monitoring Plans</li> <li>o Administrative Record</li> </ul>

## RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
DS	POST REMEDIAL DESIGN SUPPORT	RD, NA	<p>Solicit the procurement, evaluate offers received and inform the EPA Contracting Officer of the best qualified/cost effective offer. (Award of the contract will be part of Remedial Action Work Assignment/Task Order.) Specific activities include:</p> <ul style="list-style-type: none"> <li>o Pre-bid (Pre-Solicitation) Activities <ul style="list-style-type: none"> <li>- Duplication and distribution of contract documents</li> <li>- Advertising/soliciting of bids</li> <li>- Issuing addenda</li> <li>- Pre-bid (pre-solicitation) meetings</li> <li>- Resolution of bidder (offeror) inquiries</li> <li>- On-site visits</li> <li>- Compilation of contract documents</li> <li>- Resolicit bids/offers and repackage documents if necessary</li> </ul> </li> <li>o Pre-award Activities <ul style="list-style-type: none"> <li>- Receipt of bids (offers)</li> <li>- Determination of responsive, responsible bidders (offerors)</li> <li>- Bid (offer) tabulation</li> <li>- Bid (offer) analysis</li> <li>- Receipt of follow-up items from lowest responsible bidder (offeror)</li> <li>- Review of EEO, MBE requirements, SDB subcontracting plans, etc.</li> <li>- Reference checks</li> <li>- Request for consent from EPA</li> </ul> </li> <li>o Preparation of final design fact sheet</li> </ul> <p>Before Remedial Action field activities can begin, several site specific plans shall be written or updated by the RA Contractor and may be reviewed by the RD contractor to establish procedures to be followed by the contractor in performing field, laboratory and analysis work in addition to community and agency liaison activities. These plans include:</p> <ul style="list-style-type: none"> <li>o Site Management Plan</li> <li>o Sampling and Analysis Plan</li> <li>o Health and Safety Plan</li> <li>o Construction Quality Assurance Plan</li> <li>o Contingency Plan</li> </ul> <p>The existing plans developed for the Remedial Design, amended at the direction of EPA COR, may be used if appropriate.</p>

# RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
EE	ENGINEERING EVALUATION/COST ANALYSIS (EE/CA) REPORT	NS	<p>Prepare findings once data has been evaluated. The task includes all draft and final reports. The EE/CA Report shall include a discussion of the following:</p> <ul style="list-style-type: none"> <li>o Site Characterization <ul style="list-style-type: none"> <li>- Site description</li> <li>- Site background</li> <li>- Analytical data</li> <li>- Site conditions that justify a removal action</li> <li>- Reuse Assessment and Reasonably Anticipated Future Land Uses</li> </ul> </li> <li>o Risk Evaluation <ul style="list-style-type: none"> <li>- Human health risks</li> <li>- Ecological risks</li> <li>- Proposed cleanup levels</li> </ul> </li> <li>o Identification of Removal Action Objectives <ul style="list-style-type: none"> <li>- Statutory limits on removal actions</li> <li>- Removal action scope</li> <li>- Removal action schedule</li> </ul> </li> <li>- Applicable or Relevant and Appropriate Requirements</li> <li>o Identification of Removal Action Alternatives</li> <li>o Analysis of Removal Alternatives <ul style="list-style-type: none"> <li>- Effectiveness</li> <li>- Implementability</li> <li>- Cost</li> </ul> </li> <li>o Comparative Analysis</li> <li>o Identification of ARARs</li> <li>o Provide technical assistance in the preparation of the Action Memo (FRAN TO GET BACK)</li> <li>o Evaluation of Post-Removal Site control activities necessary to sustain the integrity of the Removal Action</li> </ul>
ER	PRE-DESIGN ENGINEERING REPORT	PI	Prepare findings once data has been evaluated. The report shall provide information regarding the significance of the results relative to the design of the remedy
ES	EQUIPMENT/SERVICES/ UTILITIES	RD	Acquire long-lead equipment, services, and/or utilities identified during the preliminary design phase.
ET	EXPERT TECHNICAL ASSISTANCE	TA/TB/TC	<p>Provide expert knowledge to the EPA in a variety of technical areas, including but not limited to: lead, incineration, ground water treatment, non-aqueous phase liquids (NAPL), soil vapor extraction. In addition, real estate, property law, and development expertise may be required. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Attend technical meetings and briefings at the direction of the EPA COR</li> <li>o Provide assistance in the development and/or review of technical information/documentation relating to the site (e.g., application of a specific technology on a specific site)</li> <li>o Counter-terrorism support</li> </ul>

# RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
EW	EXPERT WITNESS SUPPORT	LS	Prepare for the provision of expert testimony during litigation. The contractor shall not prepare testimony for expert witnesses who are EPA personnel.
FD	PRE-FINAL/FINAL DESIGN	RD, NA	<p>Prepare the Pre-final/Final design. Specific components may include preparation of the following:</p> <ul style="list-style-type: none"> <li>o Subcontract award document</li> <li>o Pre-final/final design specifications</li> <li>o Pre-final/final drawings and schematics</li> <li>o Pre-final/final Design Criteria Report</li> <li>o Pre-final/final Basis of design report</li> <li>o Pre-final/final Construction Quality Assurance Plan</li> <li>o Draft O&amp;M Manual</li> <li>o Relevant Appendices</li> <li>o Complete RA Solicitation Package</li> <li>o Pre-final/final Revised RA and O&amp;M cost estimates (+15 percent and -5 percent accuracy) prepared through the use of M-CACES Gold Cost Engineering System for Remedial Action</li> <li>o A pre-final/final design review/briefing for EPA</li> <li>o Bidability (offerability), operability, constructability, claims prevention, and environmental compliance reviews</li> <li>o Revised Project Delivery Strategy</li> <li>o The 100% design submittal shall include the final plans and specifications in reproducible format, final cost estimate and a schedule of the overall Remedial Action</li> </ul>

# RAC II Full Se. TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
FI	FIELD INVESTIGATION/DATA ACQUISITION	RI, RD, NS, RS, RO, RX, VO, ME, PO, PI, RK/RL	<p>For Work Areas RI, NS and PI:  Collect environmental data. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Mobilization/Demobilization</li> <li>o Hydrogeological Assessment <ul style="list-style-type: none"> <li>- Test boring and monitoring well installation and development</li> <li>- Downhole geophysics</li> <li>- Groundwater elevation measurements</li> <li>- Surface water elevation measurements</li> </ul> </li> <li>o Soil Boring, Drilling, and Testing</li> <li>o Environmental Sampling <ul style="list-style-type: none"> <li>- Field screening</li> <li>- Groundwater sampling</li> <li>- Surface soil sampling</li> <li>- Soil boring/permeability sampling</li> <li>- Surface water and sediment sampling</li> <li>- Air monitoring</li> <li>- Indoor sampling</li> </ul> </li> <li>o Reuse Assessment</li> <li>o Geotechnical Survey</li> <li>o Field generated waste characterization and disposal in accordance with Local, State and Federal Regulations</li> <li>o Site Reconnaissance <ul style="list-style-type: none"> <li>- Ecological resources reconnaissance</li> <li>- Well inventory</li> <li>- Existing well development and establishment of sampling points</li> <li>- Landfill gas emission sampling</li> <li>- Surface geophysical survey</li> <li>- On-Site and residential well sampling</li> <li>- Surface water sampling</li> <li>- Soil Sampling</li> <li>- Sediment sampling</li> <li>- Leachate sampling</li> <li>- Field screening</li> <li>- Tank and drum sampling</li> </ul> </li> <li>o Ecological Characterization <ul style="list-style-type: none"> <li>- Wetland and habitat delineation/function and value assessment</li> <li>- Wildlife observations</li> <li>- Benthic reconnaissance/community characterization</li> <li>- Identification of endangered species and others of special concern</li> <li>- Bioassays</li> <li>- Bioaccumulation studies</li> <li>- Biota sampling/population studies</li> </ul> </li> </ul>

(Contd. next page)

# RAC II Full Ser      TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
FI	FIELD INVESTIGATION/DATA ACQUISITION (Contd.)		<p>For Work Areas VO, RS and RO: Provide technical field oversight for the purpose of documenting PRP performance of field work. A field logbook shall be kept by the contractor and provided to EPA. Typical activities include the following:</p> <ul style="list-style-type: none"> <li>o Oversight and documentation of PRP field activities when directed by EPA COR</li> <li>o Collection of split samples</li> <li>o Perform sampling/screening/assessment when directed by COR</li> <li>o Preparation of Technical Oversight Reports</li> </ul> <p>For Work Area PI:</p> <ul style="list-style-type: none"> <li>o Aquifer Pump Tests <ul style="list-style-type: none"> <li>- Test wells</li> <li>- Observation wells</li> <li>- Pump test water containment</li> </ul> </li> </ul> <p>For RD and RK/RL: Acquire additional data to support remedial activities. The results of this effort as well as previous studies shall be used to define contaminant levels, other physical/chemical properties, and volume. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Environmental Survey</li> <li>o Mobilization/Demobilization</li> <li>o Test Boring and Monitoring Well Installation and Development</li> <li>o Soil Boring, Drilling, and Testing</li> <li>o Environmental Sampling: <ul style="list-style-type: none"> <li>- groundwater sampling</li> <li>- surface soil sampling</li> <li>- soil boring/permeability sampling</li> <li>- surface water and sediment sampling</li> <li>- air monitoring</li> <li>- biota sampling</li> </ul> </li> <li>o Physical/Chemical Testing (for treatment, handling or disposal)</li> <li>o Field generated waste characterization and disposal in accordance with Local, State and Federal Regulations</li> </ul> <p>For RO, RX, ME and PO: Provide technical field oversight for the purpose of documenting PRP performance of field work. A field logbook shall be kept by the contractor and provided to EPA. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Oversee and document PRP field sampling activities</li> <li>o Collect samples during RD, RA and LTRA phases</li> <li>o Perform sampling/screening/testing/assessment (COR will list locations, types, and numbers of samples)</li> <li>o Prepare Technical Oversight Reports at the completion of RD sampling, and RA or LTRA cleanup validation activities</li> </ul>

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Task Code	Task Title	Work Area Code	Task Elements
FP	FACT SHEET PREPARATION	CR/CS/CT	Prepare and submit fact sheets regarding site activities. The fact sheets may include information regarding the Superfund process, site history, upcoming site activities and opportunities for public involvement in addition to information regarding the results of studies as well as plans for remediation. Provide graphics at the direction of EPA. EPA shall approve Fact Sheets before distribution.
FR	FIVE-YEAR REVIEW REPORT	FR	<p>Prepare draft five-year review report in accordance with the Comprehensive Five-Year Review Guidance issued June 2001. Provide information on how the implemented remedy is protective of human health and the environment (includes all draft and final reports) The report shall include a discussion of the following:</p> <ul style="list-style-type: none"> <li>o Background information including an introduction, statement of objectives and a review of all ARARs</li> <li>o Description of site conditions including a summary of the site visit and a discussion of areas of non-compliance of ARARs</li> <li>o Summary of site visit and any interviews</li> <li>o Summary of findings, including any issues, recommendations, and followup actions</li> <li>o Discussion of community involvement activities, cleanup levels, exposure pathways, and other information relevant to protectiveness</li> <li>o Preparation of review summary including technology recommendations, requirements for recommendation implementation and a statement of protectiveness that is well supported by the document and/or attachments</li> <li>o Summary of requirements to serve as the basis for subsequent five-year reviews, if required.</li> </ul>
FS	FS REPORT	RI, RS	<p>For RI: Prepare findings once remedial alternatives have been screened and evaluated. The task includes preparation of all draft and final reports. The Feasibility Study Report shall include a discussion of the following:</p> <ul style="list-style-type: none"> <li>o Feasibility Study Objectives</li> <li>o Remedial Objectives</li> <li>o General Response Actions</li> <li>o Identification and screening of Remedial Technologies</li> <li>o Remedial Alternatives Description</li> <li>o Detailed Analysis of Remedial Alternatives (individual and comparative)</li> <li>o Summary and Conclusions</li> </ul> <p>For RS: Review PRP Feasibility Study (FS) report. Perform a technical review and generate comments in the form of a Technical Memorandum.</p>
GS	SITE SECURITY/GUARD SERVICE	SS/ST/SU	<p>Safeguard material and personnel working at the site. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Security services as necessary during field activities</li> <li>o Maintain daily log including a listing of all personnel entering and exiting the site</li> <li>o Comply with OSHA Regulation 29 CFR 1910, Hazardous Waste Operations and Emergency Response</li> </ul>



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Task Code	Task Title	Work Area Code	Task Elements
ID	INTERMEDIATE DESIGN	RD, NA	<p>Prepare the intermediate design. Specific components include the following:</p> <ul style="list-style-type: none"> <li>o Update RA schedule</li> <li>o Intermediate specifications</li> <li>o Intermediate drawings</li> <li>o Intermediate Design Criteria Report</li> <li>o Intermediate Basis of design report.</li> <li>o Revised RA and O&amp;M cost estimates (+30 percent and -15 percent accuracy for simple projects and +40 and -20 for complex projects) prepared through the use of M-CACES Gold Cost Engineering System for Remedial Action</li> <li>o An intermediate design review/briefing for EPA</li> <li>o Results of Value Engineering (VE) study if VE screening identified potential project savings</li> </ul>
II	IDENTIFICATION OF EXISTING INFORMATION	RK/RL	<p>Review and interpret existing information. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Review of existing data</li> <li>o Coordination with COR to develop Data Quality Objectives (DQOs)</li> <li>o Identification of DQOs</li> <li>o Identification of data gaps</li> </ul>
IR	INFORMATION REPOSITORIES	CR/CS/CT	<p>Maintain public information repositories. Mail information or visit repositories to ensure site-related information is readily accessible, when directed by EPA.</p>
IS	IDENTIFICATION AND SCREENING OF REMOVAL ALTERNATIVES	NS	<p>Identify and screen removal alternatives appropriate to the purpose and scope of the Non-Time Critical Removal Action, that comply with ARARs to the maximum extent practicable.</p>
ML	SITE MAILING LIST	CR/CS/CT	<p>Develop and update the site mailing list to provide labels as needed by EPA for informational mailings to the community. Mailing lists are to be prepared in accordance with Regional format and content requirements.</p>
MS	MANAGEMENT SUPPORT	RA, CO, LR, NA, PC	<p>Manage and monitor subcontract(s) required to implement the remedial action at the site. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Financial Management <ul style="list-style-type: none"> <li>Review and approve invoices, subcontract modifications, and Work Assignment/Task Order amendments to include direct cost of change orders/financial tracking. Maintain a construction code of accounts and/or work breakdown structure for cost/schedule reporting purposes.</li> </ul> </li> <li>o Cost Monitoring <ul style="list-style-type: none"> <li>Weekly and monthly tracking. Analyze progress payments and make recommendations including retaining and deviation from projected rates of expenditure. Monitor subcontractor compliance with Davis-Bacon and related acts requirements.</li> </ul> </li> <li>o Engineering Support <ul style="list-style-type: none"> <li>Review field logs, etc. Biweekly/weekly/monthly meetings.</li> </ul> </li> <li>o Engineering Support Option <ul style="list-style-type: none"> <li>Supplemental engineering support for field change requests, value engineering change proposals, non-conformance reports issued by resident engineer, and re-design activities.</li> </ul> </li> </ul>

# RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
NG	NEGOTIATION SUPPORT	NG	Attend and assist in negotiation sessions and meetings. Typical activities include: <ul style="list-style-type: none"> <li>o Attend negotiation sessions and meetings</li> <li>o Provide technical assistance</li> </ul>
OM	O&M OVERSIGHT	ME, OM	Assist in the review of documents and activities related to the oversight of PRP LR and oversight of O&M. This assistance is to ensure that the remedy remains protective of human health and the environment, compliant with ARARs, and is performing as designed. Typical activities include: <ul style="list-style-type: none"> <li>o Review of inspection and O&amp;M reports</li> <li>o Review of optimization studies and trend analysis</li> <li>o Attend site visits and inspections as directed by EPA COR</li> <li>o Review proposals to modify operation or remedy</li> <li>o Review proposals to terminate PRP LR or O&amp;M.</li> </ul> Note: This task could apply to PRP-lead and State-lead O&M
PA	PROPERTY ACQUISITION	RP/RQ/RR	Assist in the acquisition of real property. Typical activities, once property has been identified, include <ul style="list-style-type: none"> <li>o Land Survey</li> <li>o Obtain title evidence <ul style="list-style-type: none"> <li>- identify owner of the land</li> <li>- identify any encumbrances of record on the property</li> </ul> </li> <li>o Obtain land appraisal</li> <li>o Provide technical assistance during land negotiation</li> </ul>
PB	PROCUREMENT OF SUBCONTRACT	RA, LR, NA, PC	Solicitation of subcontract(s) required to implement the remedial action at the site. Typical activities include: <ul style="list-style-type: none"> <li>o Pre-bid (Pre-Solicitation) Activities <ul style="list-style-type: none"> <li>Duplication and distribution of contract documents; advertising/soliciting of bids (offers); issuing addenda; pre-bid meetings; resolution of bidder (offeror) inquiries; on-site visits; compilation of contract documents; resolicit bids/offers and repackage documents if necessary</li> </ul> </li> <li>o Pre-award/Award Activities <ul style="list-style-type: none"> <li>Receipt of bids (offers); determination of responsive, responsible bidders (offerors); bid (offer) tabulation; bid (offer) analysis; receipt of follow-up items from lowest responsible bidder (offeror); review of EEO, MBE requirements, SDB subcontracting plans, etc.; reference checks; request for consent from EPA; award of subcontract; notice of award.</li> </ul> </li> <li>o Post Award Activities <ul style="list-style-type: none"> <li>Post award meetings and preconstruction conference. Review of insurance, bonds, certificates, and documentation required by the specifications, especially permits. Set-up and acceptance of subcontractor schedule of values consistent with measurement and payment section. Establish guidelines for payment of selected items (materials) delivered to site but not yet installed. Review subcontractor activity schedule.</li> </ul> </li> <li>o Submittal Review - Notice To Proceed <ul style="list-style-type: none"> <li>Establish procedures for review of submittals. Review subcontractor submittals. Issue Notice To Proceed.</li> </ul> </li> <li>o Review Revisions/Addendum to Subcontractor Submittals (optional)</li> </ul>

# RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
PC	PROJECT COMPLETION AND CLOSE OUT	RA, CO, LR, NA, PC	<p>Ascertain project completion and close out of the subcontract(s) associated with the remedy at the site. Typical activities include:</p> <ul style="list-style-type: none"> <li>Demobilization of Subcontractors</li> <li>Pre-final/final Activities</li> <li>Consolidation of project needs, pre-final/final inspection and certification, direct final project demobilization and make lockout inspection</li> <li>Final Payment/Punch List</li> <li>Resolution/certification that project is built according to plans and specifications. Trial periods, shakedown, test or trial runs/burns.</li> <li>Submission of as-built drawings</li> <li>Updating the O&amp;M Manual</li> <li>Training for state and/or contractor employees who will conduct the O&amp;M</li> <li>Assist in transfer of project to the state upon the determination that the project is Operational and Functional (O&amp;F)</li> </ul> <p>For Work Areas RA, CO and PC:</p> <ul style="list-style-type: none"> <li>Remedial Action Report</li> <li>Prepare report in accordance with Close Out Procedures for National Priorities List Sites OSWER Directive 9320.2-09A-P, January 2000</li> </ul> <p>For Work Area NA:</p> <ul style="list-style-type: none"> <li>After Action Report</li> <li>Prepare report in accordance with NCP</li> </ul>
PD	PRELIMINARY DESIGN	RD, NA	<p>Prepare the preliminary design. Specific components include the following:</p> <ul style="list-style-type: none"> <li>Recommended project delivery strategy and scheduling, including project acceleration strategies</li> <li>Preliminary construction schedule</li> <li>Outline of General Specifications</li> <li>Preliminary drawings</li> <li>Design Criteria Report</li> <li>Basis of design report</li> <li>Preliminary RA and O&amp;M cost estimates (+50 percent and -30 percent accuracy) prepared through the use of M-CACES Gold Cost Engineering System for Remedial Action</li> <li>Technical Support to EPA/State/USACE in Land Acquisition</li> <li>Results of Value Engineering (VE) screening</li> </ul>
PE	POST EE/CA SUPPORT	NS	<p>Perform activities subsequent to the Engineering Evaluation/Cost Analysis (EE/CA). Typical activities include:</p> <ul style="list-style-type: none"> <li>Attend public meetings, briefings, public hearings, technical meetings with PRPs</li> <li>Provide technical assistance in the preparation of the Responsiveness Summary</li> <li>Provide technical assistance in the preparation of the Action Memorandum</li> </ul>

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Task Code	Task Title	Work Area Code	Task Elements
PJ	PROJECT PERFORMANCE	RA, LR, NA, PC	<p>Ensure the remedy (for RA and LR) and of the removal (for NA) by the subcontractor(s) at the site is in accordance with the design and all subcontract(s) documents (drawings, specifications and plans). Typical activities include:</p> <ul style="list-style-type: none"> <li>o Conduct prestart-up check-out; review O&amp;M manual; describe and analyze potential operating problems; support training operation and maintenance of O&amp;M staff, including State personnel; advise on conformity to applicable performance and operations requirements; determine cause of failure and develop corrective action report; review record development, laboratory procedures, process system, safety and emergency systems, and warranty files</li> <li>o Evaluate equipment system performance, witness performance tests, gather and test samples</li> </ul> <p>For Work Areas RA and LR:</p> <ul style="list-style-type: none"> <li>o (For the one year O&amp;F period and/or a long term response action) Operate and provide appropriate upkeep and maintenance of installed response action construction items including the facilities, equipment, and appropriate institutional controls such as fencing for the site in accordance with the Operation and Maintenance (O&amp;M) Manual and Sampling and Analysis Plan (SAP) for a time period as specified in the Work Assignment/Task Order.</li> <li>o Update the O&amp;M Manual, as appropriate</li> <li>o Conduct Trend Analysis and Optimization Study as directed by EPA COR</li> </ul>
PL	PROPOSED PLAN SUPPORT	CR/CS/CT	<p>Coordinate and assist in the preparation and distribution of the draft and final Proposed Plan describing the preferred alternative and other alternatives evaluated in the Feasibility Study. The Plan shall be prepared in accordance with Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents, OSWER Directive 9200.1-23P, July 1999 (most current version). The plan shall also describe opportunities for involvement in the remedy selection process. Provide graphics at the direction of EPA.</p>
PM	PUBLIC MEETING/PUBLIC HEARING SUPPORT	CR/CS/CT	<p>Prepare for and provide support to the Agency at public informational meetings. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Attend meetings with the EPA COR and Community Involvement Coordinator</li> <li>o Assist in preparation of newspaper notices and placement of the notice in the newspaper</li> <li>o Provide support for meeting logistics</li> <li>o Prepare slides and/or other audio-visual material</li> <li>o Attend public meetings and/or open houses</li> <li>o Provide stenographic support</li> <li>o Prepare draft and final meeting summaries</li> <li>o Prepare presentation materials</li> </ul>
PN	PUBLIC NOTICES	CR/CS/CT	<p>Coordinate and publish Public Notices in a local newspaper serving the site community. Public Notices shall be submitted to EPA for review and approval before publication. Copies of Public Notices shall be submitted to EPA for inclusion in the Administrative Record and information repositories.</p>

# RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
PP	PROJECT PLANNING AND SUPPORT	In all Work Areas	<p>Perform project initiation and support. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Attend scoping meeting (with RPM to discuss oversight roles for RD/RA Oversight)</li> <li>o Conduct site visit (for RI/FS, RD, NS, RI/FS Oversight, VO, DA TA/TB/TC)</li> <li>o Develop work plan and associated cost estimate <ul style="list-style-type: none"> <li>- Prepare construction cost estimate (RD)</li> <li>- Initiate discussion regarding 6% design limitation (RD)</li> </ul> </li> <li>o Negotiate work plan and make necessary revisions as a result of EPA comments and/or negotiated agreements</li> <li>o Provide conflict of interest disclosure</li> <li>o Perform site specific project management (monitor costs, prepare Monthly Progress Report and Invoice)</li> <li>o Manage, track, and report status of site specific equipment</li> <li>o Prepare meeting minutes</li> <li>o Accommodate any external audit or review mechanism that EPA may require</li> <li>o Evaluate existing data, including usability, when directed by EPA</li> <li>o Coordination with local and emergency response teams</li> <li>o Review background documents when directed by EPA</li> <li>o Health and Safety Plan (Prime Contractor)</li> <li>o Attend EPA held training</li> <li>o Submit costs to the Contracting Officer for approval for Work Assignment/Task Order specific Pollution Liability Insurance, if the contractor plans to bill insurance premiums as a direct charge to the Work Assignment/Task Order and there is no contract wide Pollution Liability Insurance. <b>(NOTE: Track and report all costs associated with this sub-task separately and in accordance with the Reports of Work, Attachment B, of this contract.)</b></li> </ul> <p>For Work Areas RA, CO, LR, NA and PC:  Prepare or modify the site specific plans required to implement the remedial action at the site. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Update of Site Management Plan</li> <li>o Sampling and Analysis Plan</li> <li>o Construction Quality Assurance Plan</li> <li>o Contingency Plan</li> <li>o Health &amp; Safety Plan (incorporating Subcontractor's Health and Safety Plan(s))</li> </ul> <p>For Work Areas RI/FS, RD, NS and RS</p> <ul style="list-style-type: none"> <li>o Prepare a Sampling and Analysis Plan (SAP) for design activities containing a Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP). (For Work Area RD: reference RI/FS SAP as much as practicable.)</li> </ul>
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## RAC II Full Ser. TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
PP	PROJECT PLANNING AND SUPPORT (Contd.)		<p>For Work Area RI/FS:</p> <p>Perform project initiation and support. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Develop a conceptual understanding of the site based on the evaluation of existing data (submit Technical Memorandum)</li> <li>o Identify likely response scenarios and potentially applicable technologies and operable units that may address site problems (submit Technical Memorandum)</li> <li>o Prepare conceptual exposure pathway analysis in accordance with Regional guidelines and OSWER Directives 9285.7-01B, 12/89 (Risk Assessment Guidance for Superfund, Volume I: Human Health Evaluation Manual, Part A.) and 9285.7-01A (Risk Assessment Guidance for Superfund, Volume II: Environmental Evaluation Manual)</li> <li>o Initiate identification of Applicable or Relevant and Appropriate Requirements (ARARs) that may affect remedy selection</li> <li>o Prepare a site specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures and a contingency plan in accordance with 29 CFR 1910.120 (I)(I) and (I)(2)</li> <li>o Develop an EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions to be used in cases where performance does not meet the standards of the program</li> <li>o Develop/review qualifications of the laboratory for the given analytical requirements</li> <li>o Procure, manage, and provide oversight of pool and Team subcontracts for analytical services</li> </ul> <p>For Work Area RD:</p> <ul style="list-style-type: none"> <li>o Prepare Site Management Plan (SMP) that provides EPA with a written understanding of how access, security, management responsibilities and field generated waste disposal are to be handled</li> <li>o Prepare a site specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures and a Emergency Response Plan in accordance with 29 CFR 1910.120 (I)(1) and (I)(2). Reference RI/FS HSP as much as practicable.</li> <li>o Prepare a Contingency Plan to protect the local community in the event of an accident or an emergency.</li> <li>o Develop an EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions to be used in cases where performance does not meet the standards of the program.</li> <li>o Develop/review qualifications of the laboratory for the given analytical requirements</li> <li>o Procure, manage, and provide oversight of pool and Team subcontracts for analytical services</li> </ul>
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Task Code	Task Title	Work Area Code	Task Elements
PP	PROJECT PLANNING SUPPORT (Contd.)		<p>For Work Area NS: Perform project initiation and support. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Develop data summaries when directed by EPA</li> <li>o Compile existing site data and reports</li> <li>o Identify significant data gaps that may limit ability to identify and evaluate removal alternatives</li> <li>o Develop a conceptual understanding of the site based on the evaluation of existing data (submit Technical Memorandum)</li> <li>o Identify likely response scenarios and potentially applicable technologies and operable units that may address site problems (submit Technical Memorandum)</li> <li>o Prepare conceptual exposure pathway analysis in accordance with Regional guidelines and OSWER Directives 9285.7-02B, 12/89 (Risk Assessment Guidance for Superfund, Volume 1: Human Health Evaluation Manual (Part A) Interim Final); 9285.7-01B, 12/91 (Risk Assessment Guidance for Superfund, Volume I: Part B, Development of Risk-Based Preliminary Remediation Goals); 9285.7-01C, 12/91 (Risk Assessment Guidance for Superfund, Volume 1: Human Health Evaluation Manual (Part C, Risk Evaluation of Remedial Alternatives)); 9285.7-47, 12/01 (Risk Assessment Guidance for Superfund (RAGS), Volume 1: Human Health Evaluation Manual (Part D, Standardization Planning, Reporting and Review of Superfund Risk Assessments) Final); and 9285.7-25, 2/97 (Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessment)</li> <li>o Initiate identification of Applicable or Relevant and Appropriate Requirements (ARARs) that may affect selection of removal action</li> <li>o Prepare a site specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures and a contingency plan in accordance with 29 CFR 1910.120 (I)(1) and (I)(2)</li> </ul> <p>For Work Area RS:</p> <ul style="list-style-type: none"> <li>o Review background documents when directed by EPA</li> <li>o Prepare a site specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures and a contingency plan in accordance with 29 CFR 1910.120 (I)(1) and (I)(2). The PRP Health and Safety Plan may be adopted by the contractor if appropriate.</li> <li>o Develop an EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions to be used in cases where performance does not meet the standards of the program</li> <li>o Develop/review qualifications of the laboratory for the given analytical requirements</li> <li>o Procure, manage, and provide oversight of pool and Team subcontracts for analytical services</li> <li>o Review PRP Work Plan at direction of EPA COR and submit Technical Memorandum</li> <li>o Prepare Technical Memorandum and schedule for interface of Risk Assessment activities. Address data transfer from PRP; schedule contingencies.</li> </ul> <p>For Work Areas RO and RX:</p> <ul style="list-style-type: none"> <li>o Prepare a site specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures and a contingency plan in accordance with 29 CFR 1910.120 (I)(1) and (I)(2). The RI/FS Health and Safety Plan may be modified for use by the contractor if appropriate.</li> </ul>

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Task Code	Task Title	Work Area Code	Task Elements
PR	POST RI/FS SUPPORT	RI, RS	<p>Support issuance of the Agency's Record of Decision (ROD)</p> <p>For RI: The final recommendation contained in the ROD shall represent the opinion and recommendation of EPA not that of the contractor. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Attend public meetings, briefings, public hearings, technical meetings with PRPs</li> <li>o Prepare presentation materials</li> <li>o Provide technical assistance in the preparation of the Responsiveness Summary</li> <li>o Provide technical assistance in the preparation of the Proposed Plan and Record of Decision (ROD)</li> <li>o Prepare Feasibility Study Addendum</li> </ul> <p>For RS: Typical activities include:</p> <ul style="list-style-type: none"> <li>o Attend technical meetings, public meetings, briefings, public hearings</li> <li>o Provide technical assistance in the preparation of the Record of Decision (ROD)</li> <li>o Review PRP Feasibility Study (FS) Addendum</li> <li>o Provide technical assistance in the preparation of the Responsiveness Summary</li> </ul>
RA	RISK ASSESSMENT	RI, NS, RS, VO, RK/RL	<p>Conduct Baseline Human Health and Ecological Risk Assessments. The objective of these assessments are to characterize and quantify where appropriate, the current and potential human health and environmental risks that would prevail if no further remedial action is taken.</p> <p>Risk Assessment must be done in accordance with applicable Agency guidance, directives and procedures.</p>
RC	POST ROD COST ANALYSIS	NG	<p>Perform cost analysis for alternative site actions pursuant to issuance of the ROD. Typical activities may include but are not limited to:</p> <ul style="list-style-type: none"> <li>o Identify the range of specific alternatives that could feasibly occur at the site under the selected remedy and assess the probability that each alternative will be implemented</li> <li>o Estimate the cost of each of the alternatives</li> <li>o Identify the implicit range of uncertainty associated with the cost estimate for each alternative under consideration</li> <li>o Determine the uncertainty regarding the actual extent to which the remedial activity will take place</li> <li>o Determine the probability that legislative requirements or actual operating experience at the Site will cause additional remedial activities to be required in the future</li> <li>o For each potential cost element identified, indicate the point in time at which the cost might be incurred in order that proper discounting can take place</li> <li>o Utilize a decision tree analysis to develop a distribution of net present values of potential cost outcomes</li> <li>o Review proposed redevelopment plan and estimate costs</li> </ul>



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Task Code	Task Title	Work Area Code	Task Elements
RE	REMEDIAL ALTERNATIVES EVALUATION	RI, RS	<p>For RI: Assess individual alternatives against each of the nine evaluation criteria and a comparative analysis of all options against the evaluation criteria. The analysis shall be consistent with the National Contingency Plan (NCP), 40 CFR Part 300 and shall consider the Guidance for Conducting Remedial Investigation and Feasibility Studies under CERCLA (OSWER Directive 9355.3-01), Guide to Developing and Documenting Cost Estimates During the Feasibility Study (OSWER Directive 9355.0-75), and other pertinent OSWER guidance. The analysis will include institutional controls (ICs) to the extent appropriate. EPA will make the determination regarding final selection of the remedial alternative.</p> <p>The nine criteria to be employed in evaluation of remedial alternatives are:</p> <ul style="list-style-type: none"> <li>o Overall protection of human health and the environment</li> <li>o Compliance with ARARs</li> <li>o Long-term effectiveness and permanence</li> <li>o Reduction in toxicity, mobility or volume through treatment</li> <li>o Short-term effectiveness</li> <li>o Implementability - technical and administrative</li> <li>o Cost</li> <li>o State acceptance</li> <li>o Community acceptance</li> </ul> <p>For Work Area RS:</p> <p>Review the PRP evaluation of remedial alternatives. Comment whether the PRPs have followed evaluation procedures as outlined in the National Contingency Plan (NCP), 40 CFR Part 300 and the Guidance for Conducting RI/FS under CERCLA (OSWER Directive 9355.3-01). Provide a technical review of the PRP evaluation.</p>

## RAC II Full Ser. TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
RI	DETAILED RESIDENT INSPECTION (RESIDENT ENGINEER)	RA, CO, LR, NA, PC	<p>Monitor and document work being done at the site in accordance with the design and all subcontract(s) documents (drawings, specifications and plans) and to assure the implementation of the remedial action at the site is protective of human health and the environment. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Conduct/attend progress meetings</li> <li>o Maintain field logs and daily diaries</li> <li>o Provide advice on what is intended by subcontract documents, prepare sketches to reflect field conditions, check construction drawings submitted by construction subcontractors for compliance with design concept, prepare reports on inspections, make final inspection and prepare report. Monitor, update, and report construction progress. Review and recommend time extensions. Coordination with Home Office/ Management Support. Conduct regular Davis Bacon Act interviews on-site. (The COR shall be informed regarding scheduling of such interviews so that he/she may be present on site.)</li> <li>o Review and recommend action on value engineering change proposals; review and make recommendations for changes; provide advice on need and cost of proposed change orders, provide assistance in prevention and resolution of subcontractor claims, recommend approval or rejection of construction schedules</li> <li>o Perform field testing, recommend action on health and safety considerations (e.g. site safety plan), monitor quality control procedures</li> </ul>
RO	REMEDIAL ACTION OVERSIGHT	RO, RX, PO	<p>Provide technical field oversight of PRP activities to ensure construction takes place in accordance with EPA accepted plans and specifications. The oversight activities shall also include observations regarding the manner in which the Construction Quality Assurance and Health &amp; Safety Plans are implemented. The amount of oversight will be dependent upon the type and complexity of the Remedial Action and is at the discretion of the EPA COR. Maintain a field logbook (including photographs as appropriate) to be provided to EPA. The contractor may provide oversight of O&amp;M or PRP Long-term Responses. Any non-conformance with the ROD, CD, Plans, or other project documents shall be reported to the COR.</p>

## RAC II Full Ser. TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
RP	REVIEW OF PRP RD/RA SUBMITTALS	RO, RX, ME, PC	<p>Review PRP RD/RA submittals. Perform a technical review and generate comments in the form of a Technical Memorandum. All final decisions regarding RD/RA submittals by PRPs shall remain the sole responsibility of EPA. Consider the following factors during the review of documents:</p> <ul style="list-style-type: none"> <li>- Technical requirements of the ROD, Consent Decree (CD) (with SOW), and ARARs</li> <li>- Standard professional engineering practices</li> <li>- Applicable statutes, EPA policies, directives and regulations</li> <li>- Spot checking design calculations to assess accuracy and quality of design activities and conformance with results of field data and treatability studies</li> <li>- Examination of planning and construction schedules for meeting project completion goals</li> <li>- Examination of the proposed construction schedule for meeting project completion goals</li> <li>- Operability, Constructability, and Environmental Compliance Reviews</li> </ul> <p>Typical documents for review and technical support include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>- Work plans</li> <li>- Basis of Design Report</li> <li>- Design Criteria Report</li> <li>- List of RD Submittals</li> <li>- Remedial Design Packages (Preliminary, Intermediate, Pre-Final, and Final)</li> <li>- Site Management Plan for Remedial Construction</li> <li>- Remedial Action Work Plan</li> <li>- List of Submittals by RA Contractor</li> <li>- O&amp;M Manual</li> <li>- As Built Drawings</li> <li>- PRP Remedial Action Report</li> </ul>

# RAC II Full Ser TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
RQ	REVIEW OF PRP REMOVAL SUBMITTALS	VO	<p>Review PRP submittals associated with planning and carrying out the removal action. Perform a technical review and generate comments in the form of a Technical Memorandum. All final decisions regarding PRP submittals shall remain the sole responsibility of EPA. The following factors shall be considered during the review of documents:</p> <ul style="list-style-type: none"> <li>- Technical requirements of the design</li> <li>- Standard professional engineering practices</li> <li>- Applicable statutes, EPA policies, directives and regulations</li> <li>- Spot checking design calculations to assess accuracy and quality of design activities</li> <li>- Examination of planning and construction schedules for meeting project completion goals</li> </ul> <p>Typical documents the contractor may be tasked to review include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>- Work plans</li> <li>- Designs (Preliminary, Intermediate, Pre-Final, and Final)</li> <li>- Site Management Plan for Construction</li> <li>- Action Work Plan</li> <li>- O&amp;M Plan</li> <li>- As Built Drawings</li> <li>- After Action Report</li> </ul>

## RAC II Full Section 3 TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
RR	REMEDIAL INVESTIGATION REPORT	RI, RS	<p>For Work Area RI:</p> <p>Prepare findings once data has been evaluated. The RI shall provide information to assess risks to human health and the environment and to support the development, evaluation and selection of appropriate response alternatives. The task includes all draft and final reports. The RI report shall be written in accordance with "Guidance for Conducting Remedial Investigations/Feasibility Studies under CERCLA," OSWER Directive 9355.3-01, October 1988, Interim Final (or latest revision) and "Guidance for Data Usability in Risk Assessment," (EPA/540/G-90/008), September 1990 (or latest revision).</p> <p>The RI report shall include a discussion of the following:</p> <ul style="list-style-type: none"> <li>o Site Background</li> <li>o Investigation <ul style="list-style-type: none"> <li>- Field Investigation and technical approach</li> <li>- Chemical analyses and analytical methods</li> <li>- Field methodologies (biological, surface water, sediment, soil boring, soil sampling, monitoring well installation, groundwater sampling, hydrogeological assessment)</li> </ul> </li> <li>o Site Characteristics <ul style="list-style-type: none"> <li>- Geology</li> <li>- Hydrogeology</li> <li>- Meteorology</li> <li>- Demographics and land use</li> <li>- Reuse assessment</li> <li>- Ecological assessment</li> </ul> </li> <li>o Nature and Extent of Contamination <ul style="list-style-type: none"> <li>- Contaminant sources</li> <li>- Contaminant distribution and trends</li> </ul> </li> <li>o Fate and Transport <ul style="list-style-type: none"> <li>- Contaminant characteristics</li> <li>- Transport processes</li> <li>- Contaminant migration trends</li> </ul> </li> <li>o Risk assessment</li> <li>o Summary and Conclusions</li> </ul> <p>For Work Area RS:</p> <p>Review PRP Remedial Investigation (RI) reports. Perform a technical review and generate comments in the form of a Technical Memorandum. Identify data gaps that may be important for the Human Health and Ecological Risk Assessments and the Feasibility Study</p>

# RAC II Full Ser      TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
RS	REMEDIAL ALTERNATIVES SCREENING	RI, RS	<p>For Work Area RI: Develop appropriate remedial alternatives to undergo full evaluation. The alternatives are to encompass a range including innovative treatment technologies consistent with the regulations outlined in the National Contingency Plan (NCP), 40 CFR Part 300 and applicable Agency guidance, procedures and directives. The analysis will include institutional controls (ICs) to the extent appropriate. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Establish remedial action objectives</li> <li>o Establish general response actions</li> <li>o Identify and screen applicable remedial technologies</li> <li>o Develop remedial alternatives in accordance with Section 300.430(e) of the NCP (1990)</li> <li>o Screen remedial alternatives for effectiveness, implementability and cost</li> <li>o Prepare Technical Memorandum</li> </ul> <p>For Work Area RS: Review the PRP identification and screening of technologies and alternatives for technical adequacy. This review shall include the identification of technologies considered feasible but not addressed by the PRP. Review and comment whether the PRPs have followed screening procedures outlined in the NCP, 40 CFR part 300 and applicable Agency guidance, procedures and directives.</p>
RV	REUSE PLANNING	RD, RA, LR, PC, RO, RX, ME, OM, PO	Assist in the review and evaluation of reuse plans and redevelopment plans submitted to ensure long term protectiveness of the remedy.

## RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
SA	INTEGRATED SAMPLING/INVESTIGATION SUPPORT	SA/SB	<p>Provide support for the current screening level SI (see section 2.1 of Guidance for Performing Site Inspection Under CERCLA, OSWER Directive 9345.1-05, September 1992) and any removal sampling activities not already addressed. Activities performed pursuant to this task will occur when a remedial action is warranted and the site appears that it will be placed on the NPL. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Performing integrated SI/removal assessment sampling with the following emphasis: <ul style="list-style-type: none"> <li><u>Remedial SI Emphasis</u> <ul style="list-style-type: none"> <li>- Attribution to the site</li> <li>- Background samples</li> <li>- Ground water samples</li> <li>- Grab samples from residential soils</li> <li>- Surface water sediment samples</li> <li>- HRS factors related to surface water sample locations</li> <li>- Strategic sampling for the HRS</li> <li>- Use of routine analytical services (RAS) and Quick Turnaround Methods (QTM) available via the EPA Contract Laboratory Program (CLP) [Analytical services must be suitable for NPL listing purposes and data should include the appropriate reporting requirements to allow for data validation at a later date if required]</li> <li>- Full screening organic and inorganic analyses</li> <li>- Definitive analyses</li> <li>- Documentation including targets and receptors</li> <li>- Computing HRS scores</li> <li>- Standardized reports</li> </ul> </li> <li><u>Removal Assessment Emphasis</u> <ul style="list-style-type: none"> <li>- Sampling from containers</li> <li>- Physical characteristics of wastes</li> <li>- Treatability and other engineering concerns</li> <li>- Composite and grid sampling needs</li> <li>- Rapid turnaround on analytical services</li> <li>- Field/screening analyses</li> <li>- PRP-lead removal actions</li> <li>- Goal of characterizing site (e.g., defining extent of contamination)</li> <li>- Focus on NCP removal action criteria</li> </ul> </li> </ul> </li> <li>o Provide a SI/removal assessment sampling report including a description of the analytical data quality procedures utilized to ensure collection of data needed for HRS observed releases.</li> <li>o Complete a HRS screening using PREScore (if not already done as part of previous site evaluation) and report the draft score to the Region prior to proceeding with the formal HRS package.</li> <li>o Upon Regional approval, preparing a draft HRS Package (including Site Summary, computerized HRS Score Sheets, Documentation Record, Figures, Maps, and References).</li> <li>o Respond to comments from the Region, EPA-Headquarters, and the Headquarters HRS Quality Assurance Contractor, and finalizing the formal HRS Package.</li> </ul>

# RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
SD	INITIAL SITE DISCOVERY/SCREENING SUPPORT	SA/SD	<p>Provide support during initial site discovery and screening. Typical activities may include:</p> <ul style="list-style-type: none"> <li>o Review EPA Form 9200-1, "Incident Notification Report" to become familiar with the project</li> <li>o Provide technical support to EPA in its review of potential options for the project which include: no action, defer to other authority, emergency response, removal preliminary assessment, remedial preliminary assessment, or an integrated preliminary assessment</li> <li>o Perform a site visit which may include the collection of the following data elements: <ul style="list-style-type: none"> <li>- Current human exposure identification (option - determine the presence of multiple sources of risk and cumulative risk associated with the site and nearby sites)</li> <li>- Source identification including locations, sizes and volumes</li> <li>- Information on hazardous substances which are present</li> <li>- Labels on drums and/or containers</li> <li>- Containment evaluation</li> <li>- Evidence of releases</li> <li>- Location of wells on-site and in the immediate vicinity of the site</li> <li>- Runoff channels or pathways</li> <li>- Location of site or sources relative to surface water</li> <li>- Nearby wetlands evaluation</li> <li>- Nearby land uses</li> <li>- Distance measurements or estimates for wells, land uses, surface water and wetlands</li> <li>- Public accessibility to the site</li> <li>- Blowing soils and air contaminants</li> <li>- Photo documentation of site conditions</li> <li>- Site sketches</li> <li>- Petroleum release</li> <li>- Fire/explosion threats</li> <li>- Urgency for need for response actions</li> <li>- Response and treatment technology evaluation</li> <li>- Pathway analysis</li> <li>- Perform environmental, media, waste and/or biota sampling (optional)</li> <li>- Perimeter survey</li> <li>- Number of people within 200 feet</li> <li>- Sensitive environments/species determination</li> </ul> </li> <li>o Initiate and document a file search which may include: <ul style="list-style-type: none"> <li>- Regulatory program files (e.g., RCRA, Water, State, County, etc.)</li> <li>- Site access information and property ownership</li> <li>- Site history and industrial processes</li> <li>- Substances used at the site</li> <li>- Past releases (substances, locations, and impacts)</li> <li>- Latitude and longitude</li> <li>- Topographic maps</li> <li>- Initiate collection of information related to delineation of potentially responsible parties</li> <li>- Treatment technology review</li> <li>- Sensitive environments along a 15-mile surface water pathway</li> <li>- Size of wetlands</li> <li>- Preliminary HRS score/PREscore</li> </ul> </li> </ul>



# RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
SD	INITIAL SITE DISCOVERY/SCREENING SUPPORT (Contd.)	SA/SD	<ul style="list-style-type: none"> <li>o Review file search and site visit data and report results of this analysis to EPA</li> <li>o Collect any information needed to complete a remedial site assessment (Preliminary Assessment) that was not part of the initial file search of site visit including: <ul style="list-style-type: none"> <li>- Population within 1 and 4 miles</li> <li>- All private and municipal wells within 4 miles</li> <li>- Depth to groundwater</li> <li>- Local or regional geology and climate</li> <li>- Distance to surface water measured</li> <li>- Fisheries along a 15 mile surface water migration pathway</li> <li>- Sensitive environments along a 15-mile surface water pathway</li> <li>- Size of the wetlands</li> <li>- Preliminary HRS score/PREscore</li> </ul> </li> </ul> <p>Conduct all preliminary assessments in accordance with "Guidance of Performing Preliminary Assessments under CERCLA," OSWER Directive 9345.01-01A, September 1991, or latest revision</p>
SI	SITE INSPECTION/TECHNOLOGY REVIEW	FR	Conduct a management system review and technical compliance evaluation of specific elements of the Action required to protect human health and the environment. The scope of the site inspection shall include all components of the source control/groundwater remediation to determine whether each element of the ROD(s) has been implemented and whether each component of the remedy is operating in accordance with its intended function.
SM	SITE MAINTENANCE	SS/ST/SU	Provide site maintenance.
SN	SAMPLE ANALYSIS	RI, RD, NS, RS, RO, RX, VO, ME, PO, AN/AO/AP, PI, PT, RK/RL, LT	<p>Analyze environmental and waste samples. The contractor may utilize or be directed to utilize a variety of mechanisms to implement this task including: field screening using mobile facilities or field portable equipment, the Contract Laboratory Program (CLP), laboratories procured under subpool or Team subcontracts, the Regional Environmental Services Division (ESD), the Environmental Response Team (ERT) laboratory, or Regionally procured laboratories.</p> <p>This task consists exclusively of performance of sample analyses and production of analytical data. [NOTE: Covers work done by Lab only - no hours should be reflected under this task. Dollars only task.]</p>
SO	SITE FILE ORGANIZATION	RM/RN/RT	<p>Organize site files. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Collect all site files</li> <li>o Organize documents according to Regional file structure in accordance with Regional guidance or other procedures as specified in the Work Assignment/Task Order</li> </ul>
SR	STANDARDS (ARAR) REVIEW	FR	Review of ARARs in the ROD(s) and the ROD Summary(s), and a review of Federal, State or Local regulations related to public health or the environment, promulgated subsequent to the ROD, for changes in standards.

# RAC II Full Set TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
SS	SITE SPECIFIC ACTIVITIES	PA, SI, HR	<p>Each of these tasks includes all activities related to a single site. Each site will be assigned a consecutively numbered task. Typical activities include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>o Conduct site specific project planning</li> <li>o Assist in determining CERCLA eligibility and collection of background information</li> <li>o Prepare site specific work plans</li> <li>o Conduct field work activities including obtaining site access, on-site/off-site reconnaissance and preparation of trip report and other follow-up activities</li> <li>o Provide invoice addendums to allocate costs site specifically</li> <li>o Prepare draft and revised HRS score for EPA review and determination of final HRS score</li> </ul> <p>For Work Area SI:</p> <ul style="list-style-type: none"> <li>o Conduct field work activities <ul style="list-style-type: none"> <li>- conduct sampling visit</li> <li>- validate sampling data</li> <li>- dispose of Investigation Derived Wastes</li> </ul> </li> <li>o Prepare site specific plans including: <ul style="list-style-type: none"> <li>- Health and Safety Plan (HSP)</li> <li>- Sampling Plan</li> <li>- SAP Sampler</li> <li>- Investigation Derived Wastes (IDW) Plan</li> </ul> </li> <li>o Prepare draft and final SI report</li> </ul> <p>For Work Area HR:</p> <ul style="list-style-type: none"> <li>o Prepare summary report or data gap memo</li> <li>o Prepare HRS documentation record</li> </ul>
SU	RESPONSIVENESS SUMMARY SUPPORT	CR/CS/CT	Perform administrative and technical support for the Responsiveness Summary. Provide assistance in compiling and summarizing comments received during the public comment period on the Proposed Plan.
SV	SITE VISITS/INTERVIEWS	FR	Interview, where appropriate, previous site staff/management, nearest residents to the site, Potentially Responsible Parties (PRPs), State and Local Government personnel, facility operating staff, O&M contractors, or other personnel associated with the selection and implementation of the Action.

## RAC II Full Ser. TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
TA	TECHNICAL ASSISTANCE	LS, DA	<p>For Work Area LS: Provide technical assistance during litigation. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Review of documents</li> <li>o Assist in preparation of affidavits</li> <li>o Preparation and attendance at meetings</li> <li>o Technical support at meetings with PRPs</li> </ul> <p>For Work Area DA: Provide technical assistance to the COR during design activities. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Attend technical meetings, briefings at direction of EPA</li> <li>o Provide assistance in the development and/or review of design packages</li> <li>o Conduct and/or assist in Value Engineering (VE) screening</li> <li>o Conduct and/or assist in VE study if VE screening identified potential project savings</li> <li>o Report results of VE study</li> <li>o Conduct and/or assist in the technical analysis of Value Engineering change proposals (VECPs)</li> <li>o Provide community involvement support</li> <li>o Provide technical assistance in the development of the bid package</li> </ul>
TM	TECHNICAL MEETING SUPPORT	RO, RX, VO, ME, OM, PO	Attend and document technical meetings with EPA, the PRPs, the PRP contractor and the State Agency.
TP	TREATABILITY STUDY/PILOT TEST REPORT	PT	<p>Prepare all draft and final reports documenting findings. The report shall include a discussion of the following:</p> <ul style="list-style-type: none"> <li>o Introduction <ul style="list-style-type: none"> <li>- Site description</li> <li>- Waste stream description</li> <li>- Technology description</li> <li>- Previous treatability studies at the site</li> </ul> </li> <li>o Conclusions and Recommendations</li> <li>o Treatability Study Approach <ul style="list-style-type: none"> <li>- Test objectives and rationale</li> <li>- Experimental design and procedures</li> <li>- Equipment and materials</li> <li>- Sampling and analysis</li> <li>- Data management</li> <li>- Deviations from the Work Plan</li> </ul> </li> <li>o Results <ul style="list-style-type: none"> <li>- Data analysis and interpretation</li> <li>- Quality assurance/quality control</li> </ul> </li> <li>o Summary and Conclusions</li> </ul>

# RAC II Full Ser. TASK INVENTORY

Task Code	Task Title	Work Area Code	Task Elements
TT	TREATABILITY STUDY/PILOT TESTING	RI, RD, RS, PI, PT	<p>For Work Areas RI, RD, PI, PT            Conduct of laboratory screening, bench-scale and pilot-scale treatability studies to determine the suitability of remedial technologies or alternatives to site conditions and problems. Typical activities include:</p> <ul style="list-style-type: none"> <li>o Provide test facility and equipment</li> <li>o Test and operate equipment</li> <li>o Retrieve sample for testing (Not for Work Area PT)</li> <li>o Prepare Technical Memorandum (Not for Work Area PT)</li> <li>o Characterization and disposal of residuals in accordance with Local, State and Federal Regulations (Not for Work Area PT)</li> </ul> <p>For Work Area RS            Provide technical oversight of PRP Treatability Study/Pilot Testing. The activities include:</p> <ul style="list-style-type: none"> <li>o Review of PRP work plan for Treatability Study/Pilot Test</li> <li>o Split Sampling</li> <li>o Oversight of Treatability Study/Pilot Test activities</li> <li>o Preparation of Technical Memorandum</li> </ul>
VO	REMOVAL OVERSIGHT	VO	<p>Provide technical field oversight of PRP activities to ensure removal takes place in accordance with EPA accepted plans and specifications. The oversight activities shall also include observations regarding the manner in which the Quality Assurance and Health &amp; Safety Plans are implemented. The amount of oversight will be dependent upon the type and complexity of the Action and is at the discretion of the EPA COR. Maintain a field logbook (including photographs as appropriate) which shall be provided to EPA. Provide oversight of O&amp;M or Long-term Response Actions performed by PRPs.</p>

**RAC II Full Ser. TASK INVENTORY**  
**Work Area Categories and Codes**

<b>Fund-Lead Work Areas</b>	
Work Area (in WBS)	Work Area Code
Remedial Investigation/Feasibility Study	RI
Remedial Design	RD
Remedial Action	RA
Construction Support	CO
Long-Term Response Action	LR
Non-Time-Critical Removal Support (EE/CAs)	NS
Non-Time-Critical Removal Action	NA
Post-Construction Remedial Action	PC

<b>Enforcement Support Work Areas</b>	
Work Area (in WBS)	Work Area Code
RI/FS Oversight	RS
Negotiation Support	NG
RD Oversight	RO
RA Oversight	RX
Removal Oversight	VO
Long Term Response Oversight	ME
O&M Support	OM
Litigation Support	LS
Post-Construction RA Oversight	PO

<b>Other Technical Assistance Work Areas</b>	
Work Area (in WBS)	Work Area Code
Community Involvement	CR/CS/CT
Sampling and Analytical Support	AN/AO/AP
Pre-Design Investigation	PI
Treatability Study/Pilot Testing	PT
Risk Assessment	RK/RL
Preliminary Assessment for Site Assessment	PA
Site Inspection for Site Assessment	SI
HRS Package Preparation for Site Assessment	HR
Site Security and Maintenance	SS/ST/SU
Design Assistance	DA
Five Year Review	FR
Records Management and Administrative Support	RM/RN/RT
Real Property Acquisition Support	RP/RQ/RR
Technical Assistance	TA/TB/TC
Integrated Site Assessment/Investigation	SA/SB

Coding definitions for WBS and/or Task Inventory:

Work Area Code: Unique Code to a specific Work Area as defined in the Work Breakdown Structure (WBS)

Task Code: Code unique to a Task Title within a specified Work Area Code as identified in the WBS.

Action Code: Code providing unique link between CERCLIS and IFMS. Positions 31-32 of the Account Number.

**TASK INVEN / - TASK CODES**

CODE	DESCRIPTION
AI	REMEDIAL ACTION IMPLEMENTATION (SUBPOOL ACTIVITIES)
AL	ANALYSIS OF REMOVAL ALTERNATIVES
AN	ANALYTICAL SUPPORT AND DATA VALIDATION
AR	ADMINISTRATIVE RECORD
AS	ADMINISTRATIVE SUPPORT
CD	CHARACTERIZATION AND DISPOSAL OF FIELD GENERATED WASTE
CO	WORK ASSIGNMENT/TASK ORDER CLOSEOUT
CP	COMMUNITY RELATIONS PLAN
CR	COMMUNITY RELATIONS
CV	CLEANUP VALIDATION
DC	DOCUMENT COLLECTION
DE	DATA EVALUATION
DI	DATA ANALYSIS AND INTERPRETATION
DR	DOCUMENT REVIEW
DS	POST REMEDIAL DESIGN SUPPORT
EE	ENGINEERING EVALUATION/COST ANALYSIS (EE/CA) REPORT
ER	PRE-DESIGN ENGINEERING REPORT
ES	EQUIPMENT/SERVICES/UTILITIES
ET	EXPERT TECHNICAL ASSISTANCE
EW	EXPERT WITNESS SUPPORT
FD	PRE-FINAL/FINAL DESIGN
FI	FIELD INVESTIGATION/DATA ACQUISITION
FM	FILE MAINTENANCE AND DISPOSITION
FN	PREPARATION OF FINAL REPORTS
FP	FACT SHEET PREPARATION
FR	FIVE-YEAR REVIEW REPORT
FS	FS REPORT
GS	SITE SECURITY/GUARD SERVICES

CODE	DESCRIPTION
ID	INTERMEDIATE DESIGN
II	IDENTIFICATION OF EXISTING INFORMATION
IR	INFORMATION REPOSITORIES
IS	IDENTIFICATION AND SCREENING OF REMOVAL ALTERNATIVES
ML	SITE MAILING LIST
MS	MANAGEMENT SUPPORT
NG	NEGOTIATION SUPPORT
OM	O&M OVERSIGHT
PA	PROPERTY ACQUISITION
PB	PROCUREMENT OF SUBCONTRACT
PC	PROJECT COMPLETION AND CLOSE OUT
PD	PRELIMINARY DESIGN
PE	POST EE/CA SUPPORT
PJ	PROJECT PERFORMANCE
PL	PROPOSED PLAN SUPPORT
PM	PUBLIC MEETING/PUBLIC HEARING SUPPORT
PN	PUBLIC NOTICES
PP	PROJECT PLANNING AND SUPPORT
PR	POST RI/FS SUPPORT
RA	RISK ASSESSMENT
RC	POST ROD COST ANALYSIS
RE	REMEDIAL ALTERNATIVES EVALUATION
RI	DETAILED RESIDENT INSPECTION (RESIDENT ENGINEER)
RO	REMEDIAL ACTION OVERSIGHT
RP	REVIEW OF PRP RD/RA SUBMITTALS
RQ	REVIEW OF PRP REMOVAL SUBMITTALS
RR	REMEDIAL INVESTIGATION REPORT
RS	REMEDIAL ALTERNATIVES SCREENING
RV	REUSE PLANNING

CODE	DESCRIPTION
SA	INTEGRATED SAMPLING/INVESTIGATION SUPPORT
SD	INITIAL SITE DISCOVERY/SCREENING SUPPORT
SI	SITE INSPECTION/TECHNOLOGY REVIEW
SM	SITE MAINTENANCE
SN	SAMPLE ANALYSIS
SO	SITE FILE ORGANIZATION
SR	STANDARDS (ARAR) REVIEW
SS	SITE SPECIFIC ACTIVITIES
SU	RESPONSIVENESS SUMMARY SUPPORT
SV	SITE VISITS/INTERVIEWS
TA	TECHNICAL ASSISTANCE
TM	TECHNICAL MEETING SUPPORT
TP	TREATABILITY STUDY/PILOT TEST REPORT
TT	TREATABILITY STUDY/PILOT TESTING
VO	REMOVAL OVERSIGHT

**Attachment 1 - Summary of Major Submittals for the RI/FS at \_\_\_\_\_ (Site)**

<b>DELIVERABLE</b>	<b>NO. OF COPIES</b>	<b>DUE DATE (calendar days)</b>	<b>EPA REVIEW PERIOD</b>
RI/FS Work Plan	3	45 days after initiation of work assignment/task order (WA)	21 days after receipt of work plan
Monthly Progress Reports	3	Monthly and as required in the contract	NA
Site Management Plan (SMP)	3	14 days after approval of RI/FS work plan	14 days after receipt of plan
Health and Safety Plan (HASP)	3	14 days after approval of RI/FS work plan	14 days after receipt of plan
Sampling and Analysis Plan (SAP)	3	14 days after approval of RI/FS work plan	14 days after receipt of plan
Quality Assurance Project Plan (QAPP)	3	14 days after approval of RI/FS work plan	14 days after receipt of plan
Field Sampling Plan (FSP)	3	14 days after approval of RI/FS work plan	14 days after receipt of plan
Fact Sheets	3	As needed	[number] days after receipt of fact sheet
Public Meeting Support Materials	TBD	One week prior to scheduled meeting	NA
Field Reports	3	3 days after every (time period, i.e, week) of field activities	[number] days after receipt
Data Validation Report	3	[number] days after receipt of all analytical results from laboratory	[number] days after receipt
Data Evaluation Summary Report	3	[number] days after receipt of all analytical results from laboratory	[number] days after receipt
Human Health Risk Assessment Report	3	[number] days after completion of field investigations	[number] days after receipt
Ecological Risk Assessment Report	3	[number] days after completion of field investigations	[number] days after receipt
Treatability Study Work Plan	3	45 days after RI/FS work plan approval	21 days after receipt
Treatability Study Evaluation Report	3	30 days after completion of Treatability Study	21 days after receipt
Remedial Investigation Report	3	[number] days after RI/FS work plan approval	21 days after receipt
Remedial Alternative Technical Memorandum	3	[number] days after RI/FS work plan approval	21 days after receipt

<b>DELIVERABLE</b>	<b>NO. OF COPIES</b>	<b>DUE DATE (calendar days)</b>	<b>EPA REVIEW PERIOD</b>
Remedial Alternatives Evaluation	3	[number] days after completion of Remedial Alternative Technical Memorandum	[number] days after receipt
Feasibility Study Report	3	[number] days after completion of RI	21 days after receipt
Closeout Report	3	30 days after final EE/CA Report submitted	21 days after receipt of report
Final Costs	3	90 days after WA closeout	NA





## Attachment 5 - Transmittal Register

[illegible]

[illegible]

### Attachment 3 - Regulations and Guidance Documents

The following list, although not comprehensive, consists of many of the regulations and guidance documents that apply to the RD process:

1. CERCLA Compliance with Other Laws Manual, Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, August 1988 (DRAFT), OSWER Directive No. 9234.1-01 and -02.
  2. Community Relations in Superfund - A Handbook, U.S. EPA, Office of Emergency and Remedial Response, January 1992, OSWER Directive No. 9230.0-3C.
  3. The Data Quality Objectives Process for Superfund: Interim Final Guidance, U.S. EPA, EPA/540/R-93/071, September 1993.
  4. Federal Acquisition Regulation, Washington, DC: U.S. Government Printing Office (revised periodically).
  5. Guidance on Expediting Remedial Design and Remedial Actions, EPA/540/G-90/006, August 1990.
  6. Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites, U.S. EPA Office of Emergency and Remedial Response (DRAFT), OSWER Directive No. 9283.1-2.
  7. Guide to Management of Investigation-Derived Wastes, U.S. EPA, Office of Solid Waste and Emergency Response, Publication 9345.3-03FS, January 1992.
  8. Interim Guidance on Compliance with Applicable of Relevant and Appropriate Requirements, U.S. EPA, Office of Emergency and Remedial Response, July 9, 1987, OSWER Directive No. 9234.0-05.
  9. National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, Federal Register 40 CFR Part 300, March 8, 1990.
  10. Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, February 19, 1992, OSWER Directive 9355.7-03.
  11. Procedures for Completion and Deletion of NPL Sites, U.S. EPA, Office of Emergency and Remedial Response, April 1989, OSWER Directive No. 9320.2-3A.
  12. Quality in the Constructed Project: A Guideline for Owners, Designers and Constructors, Volume I, Preliminary Edition for Trial Use and Comment, American Society of Civil Engineers, May 1988.
  13. *Remedial Design/Remedial Action (RD/RA) Handbook*, U.S. EPA, Office of Solid Waste and Emergency Response (OSWER), 9355.0-04B, EPA 540/R-95/059, June 1995.
  14. Scoping the Remedial Design (Fact Sheet), February 1995, OSWER Publ. 9355-5-21 FS.
  15. Standards for the Construction Industry, Code of Federal Regulations, Title 29, Part 1926, Occupational Health and Safety Administration.
  16. Standards for General Industry, Code of Federal Regulations, Title 29, Part 1910, Occupational Health and Safety Administration.
  17. Superfund Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, April 1990, EPA/540/G-90/001.
  18. Superfund Response Action Contracts (Fact Sheet), May 1993, OSWER Publ. 9242.2-08FS.
  19. Treatability Studies Under CERCLA, Final. U.S. EPA, Office of Solid Waste and Emergency Response, EPA/540/R-92/071a, October 1992.
  20. Value Engineering (Fact Sheet), U.S. EPA, Office of Solid Waste and Emergency Response, Publication 9355.5-03FS, May 1990.
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See the following guidance documents for more information on performance-based contracting:

10. A Guide to Best Practices for Performance-Based Service Contracting, Office of Federal Procurement Policy, April 1996.
11. A Guide to Best Practices for Performance-Based Service Contracting, Final Edition, Office of Federal Procurement Policy, October 1998.
12. Performance-Based Contracting (Fact Sheet), U.S. EPA, Office of Emergency and Remedial Response, Draft February 1999.
13. Policy Letter 91-2, To The Heads of Executive Agencies and Departments, April 9, 1991.

## Attachment 2 - Work Breakdown Structure (WBS) for Remedial Design (RD)

- Task 1 Project Planning and Support (PP)**
- 1.1 Project planning.
    - 1.1.1 Attend scoping meeting.
    - 1.1.2 Conduct site visit.
    - 1.1.3 Develop Work Plan and cost estimate
    - 1.1.4 Negotiate Work Plan and Cost Estimate.
    - 1.1.5 Provide conflict of interest disclosure.
  - 1.2 Prepare, review, and revise the site-specific plans required to implement the RD at the site.
    - 1.2.1 Site Management Plan (SMP).
    - 1.2.2 Contingency Plan.
    - 1.2.3 Prepare a Sampling and Analysis Plan (SAP).
    - 1.2.4 Prepare a site-specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures, and a contingency plan in accordance with 29 CFR 1910.120(l)(1) and (l)(2). NOTE: The RI/FS HSP may be modified for use if appropriate.
  - 1.3 Pollution Liability Insurance.
  - 1.4 Project management.
    - 1.4.1 Monitor costs and prepare periodic status reports.
    - 1.4.2 Participate in meetings/communicate routinely/prepare meeting notes.
    - 1.4.3 Manage, track, and report status of site-specific equipment.
    - 1.4.4 Accommodate any external audit or review mechanism that EPA shall require.
    - 1.4.5 Evaluate existing data, including usability, when directed by EPA.
    - 1.4.6 Coordinate with local and emergency response teams.
    - 1.4.7 Review background documents as directed by EPA.
    - 1.4.8 Attend EPA-held training.
  - 1.5 Project initiation and support.
    - 1.5.1 Develop an EPA-approved laboratory quality assurance program.
    - 1.5.2 Develop/review qualifications of the laboratory for the given analytical requirements.
    - 1.5.3 Procure, manage, and provide oversight of subcontracts for analytical services.
- Task 2 Community Involvement (CR)**
- 2.1 Conduct community interviews.
  - 2.2 Prepare Community Involvement Plan (CIP).
  - 2.3 Provide public meeting and/or open house support.
  - 2.4 Prepare fact sheets, notices and other informational documents.
  - 2.5 Provide support for proposed plan.
  - 2.6 Provide public hearing support.
  - 2.7 Publish public notices in local newspapers serving the site community.
  - 2.8 Maintain public information repositories.
  - 2.9 Develop and update site mailing list.
  - 2.10 Provide administrative and technical support for Responsiveness Summary.
  - 2.11 Prepare presentation materials.
  - 2.12 Implementation of other Community Involvement activities as identified by the site-specific Community Involvement Plan or EPA.
  - 2.13 Provide technical support to review Community Involvement deliverables and participate in public meetings.
- Task 3 Field Investigation/Data Acquisition (FI)**
- 3.1 Environmental survey.
  - 3.2 Mobilization/demobilization.
  - 3.3 Test boring and monitoring well installation and development.
  - 3.4 Soil boring, drilling, and testing.
  - 3.5 Environmental sampling.
  - 3.6 Physical/chemical testing (for treatment, handling or disposal).
  - 3.7 Field-generated waste characterization and disposal in accordance with local, state and federal regulations.

- Task 4 Sample Analysis** (SN)
- 4.1 Sample analyses and production of analytical data. [NOTE: For cost estimating purposes there should be no direct labor costs under this task - no hours should be reflected under this task, only dollars.]
- Task 5 Analytical Support and Data Validation** (AN)
- 5.1 Collect, prepare, and ship environmental samples in accordance with the Field Sampling Plan (FSP).
- 5.1.1 Field screening.
  - 5.1.2 Ground water sampling.
  - 5.1.3 Surface and subsurface soil sampling.
  - 5.1.4 Surface water and sediment sampling.
  - 5.1.5 Air monitoring and sampling.
  - 5.1.6 Biota sampling.
  - 5.1.7 Other types of media sampling and screening.
- 5.2 Develop performance or acceptance criteria (such as data quality objectives (DQO)) for each sampling event; these criteria shall be the determinative factor for assessing the success or failure of the sampling.
- 5.3 Request, obtain, and perform oversight of analytical services in compliance with EPA requirements.
- 5.4 Coordinate with the EPA Sample Management Office (SMO), the Regional Sample Control Coordinator (RSCC), and/or the Environmental Services Division (ESD) regarding analytical support, data validation, and quality assurance issues.
- 5.5 Implement the EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions.
- 5.6 Provide sample management including chain of custody procedures, information management, sample retention, and 10-year data storage.
- 5.7 Perform data validation, the process by which the quality of the data, the defensibility of the data, and the chain of custody are verified. Perform data validation in accordance with Regional guidelines.
- 5.8 Review data for usability for its intended purpose.
- 5.9 Provide reports on data validation and usability.
- Task 6 Data Evaluation** (DE)
- 6.1 Combine analytical and field data, providing data in a format that is compatible with Regional or national electronic data management network.
- 6.1.1 Data usability evaluation and field quality assurance/quality control (QA/QC).
  - 6.1.2 Data reduction and tabulation.
- Task 7 Treatability Study/Pilot Testing** (TT)
- 7.1 Provide test facility and equipment.
- 7.2 Test and operate equipment.
- 7.3 Retrieve sample for testing.
- 7.4 Prepare Technical Memorandum.
- 7.5 Characterize and dispose of residuals in accordance with Local, State and Federal Regulations.
- Task 8 Preliminary Design** (PD)
- 8.1 Prepare preliminary design.
- 8.1.1 Recommended project delivery strategy and scheduling, including project acceleration strategies.
  - 8.1.2 Preliminary construction schedule.
  - 8.1.3 Outline of General Specifications.
  - 8.1.4 Preliminary drawings.
  - 8.1.5 Design Criteria Report.
  - 8.1.6 Basis of design report.
  - 8.1.7 Preliminary RA and O&M cost estimates.
  - 8.1.8 Technical Support to EPA/State/USACE in Land Acquisition.
  - 8.1.9 Results of Value Engineering (VE) screening.

8.1.10 Data trend evaluation and/or modeling and submission of Technical Memorandum.

**Task 9      Equipment/Services/Utilities      (ES)**

9.1 Acquire long-lead equipment, services, and/or utilities identified during the preliminary design phase.

**Task 10      Intermediate Design      (ID)**

10.1 Prepare intermediate design.

10.1.1 Updated RA schedule.

10.1.2 Intermediate specifications.

10.1.3 Intermediate drawings.

10.1.4 Intermediate Design Criteria Report.

10.1.5 Intermediate Basis of design report.

10.1.6 Revised RA and O&M cost estimates.

10.1.7 An intermediate design review/briefing for EPA.

10.1.8 Results of Value Engineering (VE) study if VE screening identified potential project savings.

**Task 11      Pre-Final/Final Design      (FD)**

11.1 Subcontract award document.

11.2 Pre-final/final design specifications.

11.3 Pre-final/final drawings and schematics.

11.4 Pre-final/final Design Criteria Report.

11.5 Pre-final/final Basis of design report.

11.6 Pre-final/final Construction Quality Assurance Plan.

11.7 Draft O&M Manual.

11.8 Relevant Appendices.

11.9 Complete RA Solicitation Package.

11.10 Pre-final/final Revised RA and O&M cost estimates (+15 percent and -5 percent accuracy) prepared through the use of M-CACES Gold Cost Engineering System for Remedial Action.

11.11 A pre-final/final design review/briefing for EPA.

11.12 Biddability (offerability), operability, constructability, claims prevention, and environmental compliance reviews.

11.13 Revised Project Delivery Strategy.

11.14 100% design submittal.

**Task 12      Reuse Planning      (RV)**

12.1 Provide technical support in review and evaluation of reuse plans and redevelopment plans submitted to ensure long-term protectiveness of the remedy.

**Task 13      Post Remedial Design Support      (DS)**

13.1 Pre-bid (pre-solicitation) activities.

13.1.1 Duplication and distribution of contract documents.

13.1.2 Advertising/soliciting of bids.

13.1.3 Issuing addenda.

13.1.4 Pre-bid (pre-solicitation) meetings.

13.1.5 Resolution of bidder (offeror) inquiries.

13.1.6 On-site visits.

13.1.7 Compilation of contract documents.

13.1.8 Resolicit bids/offers and repackage documents if necessary.

13.2 Pre-award activities.

13.2.1 Receipt of bids (offers).

13.2.2 Determination of responsive, responsible bidders (offerors).

13.2.3 Bid (offer) tabulation.

13.2.4 Bid (offer) analysis.

13.2.5 Receipt of follow-up items from lowest responsible bidder (offeror).

13.2.6 Review of EEO, MBE requirements, SDB subcontracting plans, etc.

13.2.7 Reference checks.

- 13.2.8 Request for consent from EPA.
- 13.3 Prepare final design fact sheet.
- 13.4 Update site-specific plans.
  - 13.4.1 Modify Site Management Plan (if necessary).
  - 13.4.2 Modify Sampling and Analysis Plan (if necessary).
  - 13.4.3 Modify Health and Safety Plan (if necessary).
  - 13.4.4 Prepare Construction Quality Assurance Plan.

**Task 14 Work Assignment/Task Order Closeout**

**(CO)**

- 14.1 Package and return documents to the government.
- 14.2 Duplicate, distribute, and store files.
- 14.3 Archive files in accordance with Federal Record Center requirements.
- 14.4 Produce microfiche/microfilm/optical disk or other EPA-approved storage format.
- 14.5 Prepare the Work Assignment/Task Order Closeout Report (WACR).



# RAC II MODEL STATEMENT OF WORK FOR REMEDIAL DESIGN

[Site], \_\_\_\_\_ [County], \_\_[State]

\_\_\_\_\_ [Date]

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**RAC II MODEL PERFORMANCE-BASED CONTRACTING  
STATEMENT OF WORK FOR  
REMEDIAL DESIGN**

\_\_\_\_\_ [Site], \_\_\_\_\_ [County], \_\_\_\_\_ [State]  
\_\_\_\_\_ [Date]

Contract No:

Work Assignment/Task Order No:

**Introduction**

**PURPOSE**

The purpose of this work assignment/task order is to prepare a remedial design (RD) of the selected remedy as defined in the record of decision (ROD) issued on \_\_\_\_\_ [Date]. The ROD, issued on \_\_\_\_\_ [Date], defines the selected remedy. This statement of work (SOW) sets forth the framework and requirements for conducting the RD activities at \_\_\_\_\_ [Site]. The RD is generally defined as those activities to be undertaken by the contractor to develop the final plans and specifications, general provisions, and special requirements necessary to translate the ROD into the remedy to be constructed under the remedial action (RA) phase. The RA is generally defined as the implementation phase of site remediation or construction of the remedy, including necessary operation and maintenance, performance monitoring, and special requirements. The RA is based on the RD to achieve the remediation goals specified in the ROD. The goal for completion of this work assignment/task order is \_\_\_\_\_ [Date - month day, year].

**SITE DESCRIPTION**

**[Provide a brief site description and site history.]**

The major components of the selected remedy include the following:

- **[List components in bullet format.]**

**GENERAL REQUIREMENTS**

This is a term-form work assignment/task order that requires the contractor to complete the RD that supports the successful construction of a remedy that meets the objectives and performance criteria specified in the ROD issued on \_\_\_\_\_ [Date]. Conduct the RD in accordance with this SOW and consistently with the ROD issued on \_\_\_\_\_ [Date], the *Remedial Design/Remedial Action (RD/RA) Handbook* (U.S. EPA Office of Solid Waste and Emergency Response (OSWER), 9355.0-04B, EPA 540/R-95/059, June 1995), and all other guidance used by EPA in conducting an RD (Attachment 3). Furnish all necessary and appropriate personnel, materials, and services needed for, or incidental to, performing and completing the remedial design in accordance SOW requirements.

In performing this work assignment/task order, prepare a design package, plans, and specifications to:

- **[Provide specific information about the remedy and technologies to be used in meeting the performance requirements in bullet format.]**

This SOW and accompanying work breakdown structure (WBS) (Attachment 2) is provided as a format for the contractor to structure its proposed approach and cost estimate. Use the WBS in cost estimate preparation, and technical and cost tracking and reporting under this work assignment/ task order.

In conducting the work assignment/task order, EPA expects the contractor to propose and implement the most appropriate and cost-effective procedures and methodologies using accepted engineering practices and controls.

Throughout the performance of this work assignment/task order, EPA expects the contractor to be responsible for performing services and providing products at the lowest reasonable cost. If the contractor fails to meet the requirements within the negotiated costs, the government may elect to provide the contractor with additional funds to complete the work assignment/task order without providing any additional fee. If there are changes to the SOW by the government, the government will issue a formal amendment to the SOW and negotiate the cost of the amendment with the contractor to form a new cost estimate.

A summary of the potential major deliverables and proposed schedule for submittals is in Attachment 1. This summary and schedule can be used as the basis for the contractor's proposed deliverables and schedules included in the work plan. Submit the major deliverables using the Transmittal of Documents for Acceptance by EPA Form. (Attachment 4). The EPA Work Assignment Manager (WAM)/Contracting Officer Representative (COR) will track deliverables submitted by the contractor using the Transmittal Register (Attachment 5).

Communicate at least weekly with the contracting officer representative (COR) or remedial project manager (RPM), either in face-to-face meetings or through conference calls. Document all decisions that are made in meetings and conversations with EPA. This documentation should be submitted to the COR within five working days of the meeting or conversation.

EPA will provide oversight of contractor activities throughout the RD. EPA review and approval of deliverables is a tool to assist this process and to satisfy, in part, EPA's responsibility to provide effective protection of public health, welfare, and the environment. EPA will review deliverables to assess the likelihood that the RD will achieve its remediation goals and that its performance and operations requirements have been correctly identified. Acceptance of plans and specifications by EPA does not relieve the contractor from responsibility for the adequacy of the design or its professional responsibilities.

## RECORD KEEPING REQUIREMENTS

Maintain all technical and financial records for the RD in accordance with the contract. At the completion of the work assignment/task order, submit an official record of the RD in both compact disk and a hardcopy to the WAM/COR. Provide the deliverables using electronic media.

## US EPA PRIMARY CONTACT

The primary contact for this work assignment/task order is \_\_\_\_\_. He/she can be reached at (\_\_\_\_)\_\_\_\_\_, via facsimile at (\_\_\_\_)\_\_\_\_\_, or via e-mail at \_\_\_\_\_@epa.gov. His/her mailing address is US EPA Region \_\_, \_\_\_\_\_. The secondary contact is \_\_\_\_\_. He/she can be reached at (\_\_\_\_)\_\_\_\_\_, via facsimile (\_\_\_\_)\_\_\_\_\_, or via e-mail at \_\_\_\_\_@epa.gov. His/her mailing address is US EPA Region \_\_, \_\_\_\_\_.

## WA/TASK ORDER COMPLETION DATE AND PROJECT CLOSEOUT

The goal is to complete this work assignment/task order by \_\_\_\_\_ [Date - month day, year]. At the completion of the work assignment/task order, perform all necessary project closeout activities as specified in the contract. These activities include closing out any subcontracts, indexing and consolidating project records and files as required above, and providing a technical and financial closeout report to EPA.

## RD Work Planning

Value: 10% Base Fee

### WORK PLAN

WBS: 1.1

Prepare and submit a RD work plan that includes a detailed description of implementation activities, performance monitoring, and overall management strategy, including optimization, for the RD. Typical activities involved in preparing the work plan include, but are not limited to, the following:

- Contacting the Work Assignment Manager (WAM)/Contracting Officer Representative (COR) within five calendar days after receipt of the work assignment/task order to schedule the scoping meeting to be held at the U.S. EPA Region \_\_ office in \_\_\_\_\_, \_\_[City and State]. Regional personnel will be available to meet with the contractor 20 to 30 calendar days after the initial scoping meeting to discuss and clarify any issues the contractor may have regarding this project. Contact the WAM/COR to schedule this meeting at least five working days before the proposed meeting date.

- Conducting a site visit with the WAM/COR during the RD planning phase to assist in developing an understanding of the site and any logistics. [A site visit may not be necessary if the RD contractor is familiar with the site. If this is the case, delete this paragraph/bullet.]
- Preparing and submitting a final RD work plan within 45 calendar days after the scoping meeting. The work plan shall include a detailed description of the technical approach for the RD activities in accordance with the \_\_\_\_\_. Specify the necessary procedures, inspections, deliverables, and schedules. Include a comprehensive implementation management schedule for completion of each major activity and submittal.
- Preparing the estimated cost to complete the work assignment/task order, including subcontractor costs, for each element of the SOW; providing a breakdown of the cost by task and subtask levels, in accordance with the contract work breakdown structure (WBS). Ensuring design cost does not exceed the 6 percent design limitation cost of construction.
- Negotiating and preparing a revised work plan, if the contractor fails to meet the Region's minimum standards. Note that EPA does not anticipate a need to re-negotiate with the contractor nor to require the contractor to revise the work plan. Contractor costs associated with the preparation of the revised work plan and cost estimate shall be paid by the government but shall not bear fee.
- Providing conflict of interest disclosure.

#### SITE-SPECIFIC PLANS

WBS: 1.2

Review all existing site-specific plans and prepare, update, and/or maintain plans, as necessary, for RD implementation. Incorporate the plans and procedures received from any subcontractor(s) into the overall site plans. Should the contractor fail to meet the required standards in accordance with the appropriate legal, regulatory, and EPA guidance, prepare revised site-specific plans. (NOTE: In that event, contractor costs associated with the preparation of the revised site-specific plans shall be paid by EPA but shall not bear fee.) Typical plans include, but are not limited to, the following:

- Site Management Plan.
- Sampling and Analysis Plan (SAP) in accordance with 40 CFR 300.415(b)(4)(ii).
- Contingency Plan.
- Site-specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures, and a contingency plan in accordance with 29 CFR 1910.120(l)(1) and (l)(2). NOTE: The RI/FS HSP may be modified for use if appropriate.

#### POLLUTION LIABILITY INSURANCE

WBS 1.3

Prepare and submit costs to the Contracting Officer for approval for work assignment/task order-specific Pollution Liability Insurance, if the contractor plans to bill insurance premiums as a direct charge to the work assignment/task order and there is no contract-wide Pollution Liability Insurance. (NOTE: Track and report all costs associated with this subtask separately and in accordance with the Reports of Work, Attachment B, of this contract.)

#### Project Management and Reporting

Value: 10% Base Fee

#### PROJECT MANAGEMENT

WBS: 1.4

Perform activities required to effectively manage the work assignment/task order. These activities typically include, but are not limited to, the following:

- Monitoring costs and progress.

- Preparing and submitting monthly progress reports that document monthly and cumulative cost, performance status, and technical progress.
- Preparing and submitting monthly invoices in accordance with the level of detail as specified in the contract.
- Managing, tracking, and reporting status of site-specific equipment.
- Participating in meetings and preparing and submitting meeting summaries.
- Accommodating any external audit or review mechanism that EPA requires.
- Evaluating existing data, including usability, when directed by EPA.
- Coordinating with local and emergency response teams.
- Reviewing background documents as directed by EPA.
- Attending EPA-held training.

## PROJECT INITIATION

WBS: 1.5

Perform project initiation and support that will lead to the design of a remedy that eliminates, reduces, or controls risks to human health and the environment. Typical activities include, but are not limited to, the following:

- Developing an EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions to be used in cases where performance does not meet the standards of the program.
- Developing/reviewing qualifications of the laboratory for the given analytical requirements.
- Procuring, managing, and providing oversight of pool and team subcontracts for analytical services.

## COMMUNITY INVOLVEMENT (CR)

WBS: 2

Prepare and implement the Community Involvement Plan (CIP) for the site. Perform community involvement activities in support of EPA throughout the RD in accordance with the *National Oil and Hazardous Substances Pollution Contingency Plan* (NCP, 40 CFR Part 300) and the *Community Relations in Superfund - A Handbook*, (U.S. EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9230.0-3C, January 1992). [describe scope of anticipated community involvement activities for contractor budgeting purposes.] These tasks include, but are not limited to, the following:

- Conducting community interviews.
- Developing Community Involvement Plan (CIP).
- Providing public meeting and/or open house support.
- Preparing fact sheets, notices and other informational documents.
- Providing support for proposed plan.
- Providing public hearing support.
- Publishing public notices in local newspapers serving the site community.

- Maintaining public information repository.
- Developing and updating site mailing lists.
- Providing administrative and technical support for Responsiveness Summary.
- Preparing presentation materials.
- Implementing other community involvement activities as identified by the site-specific CIP or EPA.
- Providing technical support to review Community Involvement deliverables and participate in public meetings.

## **Preliminary Design Package**

Value: 40% Base Fee

### **FIELD INVESTIGATION/DATA ACQUISITION (FI)**

WBS: 3

Acquire additional data to support remedial activities. The results of this effort as well as previous studies shall be used to define contaminant levels, other physical/chemical properties, and volume. Typical activities include, but are not limited to, the following:

- Environmental survey.
- Mobilization/demobilization.
- Test boring and monitoring well installation and development.
- Soil boring, drilling, and testing.
- Environmental sampling.
  - Groundwater sampling
  - Surface soil sampling
  - Soil boring/permeability sampling
  - Surface water and sediment sampling
  - Air monitoring
  - Biota sampling
- Physical/chemical testing (for treatment, handling or disposal).
- Field generated waste characterization and disposal in accordance with local, State and Federal regulations

### **SAMPLE ANALYSIS (SN)**

WBS: 4

Analyze split samples taken to document and confirm PRP sampling results and performance. A variety of mechanisms may be used to implement this task including: field screening using mobile facilities or field portable equipment, the Contract Laboratory Program (CLP), laboratories procured under subpool or team subcontracts, the Regional Environmental Services Division (ESD), the Environmental Response Team (ERT) laboratory, or regionally procured laboratories. [NOTE: This task consists exclusively of performing sample analyses and producing analytical data. For cost estimating purposes, there should be no direct labor costs under this task - no hours should be reflected under this task, only dollars.]

### **ANALYTICAL SUPPORT AND DATA VALIDATION (AN)**

WBS: 5

Schedule, coordinate, track, and oversee sample analyses and validate analytical data. Typical activities include, but are not limited to, the following:

- Collecting, preparing, and shipping environmental samples in accordance with the Field Sampling Plan (FSP). The following types of sampling shall be required:
  - Field screening
  - Ground water sampling
  - Surface and subsurface soil sampling
  - Surface water and sediment sampling
  - Air monitoring and sampling
  - Biota sampling
  - Other types of media sampling and screening
- Developing data quality objectives (DQO) for each sampling event; these DQOs shall be the determinative factor for assessing the success or failure of the sampling.
- Requesting, obtaining, and performing oversight of analytical services in compliance with EPA requirements.
- Coordinating with the EPA Sample Management Office (SMO), the Regional Sample Control Coordinator (RSCC), and/or the Environmental Services Division (ESD) regarding analytical support, data validation, and quality assurance issues.
- Implementing the EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions.
- Providing sample management including chain of custody procedures, information management, sample retention, and 10-year data storage.
- Performing data validation, the process by which the quality of the data, the defensibility of the data, and the chain of custody are verified. Performing data validation in accordance with Regional guidelines.
- Reviewing data for usability for its intended purpose.
- Providing reports on data validation and usability.

#### DATA EVALUATION (DE)

WBS: 6

Compile analytical and field data. Provide data in format that is compatible with Regional or National electronic data management network. Typical activities include, but are not limited to, the following:

- Data usability evaluation and field quality assurance/quality control (QA/QC).
- Data Reduction and Tabulation.
- Data trend evaluation and/or modeling and submission of Technical Memorandum.

#### TREATABILITY STUDY/PILOT TESTING (TT)

WBS: 7

Conduct laboratory screening, bench-scale and pilot-scale treatability studies to determine the suitability of remedial technologies or alternatives to site conditions and problems. Typical activities include, but are not limited to, the following:

- Providing test facility and equipment.
- Testing and operating equipment.
- Retrieving sample for testing.
- Preparing Technical Memorandum.



- Characterizing and disposing of residuals in accordance with local, State, and Federal regulations.

#### PRELIMINARY DESIGN (PD)

WBS: 8

Prepare the preliminary design. Typical components include, but are not limited to, the following:

- Recommended project delivery strategy and scheduling, including project acceleration strategies.
- Preliminary construction schedule.
- Outline of General Specifications.
- Preliminary drawings.
- Design Criteria Report.
- Basis of Design Report.
- Preliminary RA and O&M cost estimates (+50 percent and -30 percent accuracy) prepared through the use of M-CACES Gold Cost Engineering System for Remedial Action.
- Technical Support to EPA/State/U.S. Army Corps of Engineers (USACE) in Land Acquisition.
- Results of Value Engineering (VE) screening.

#### INTERMEDIATE DESIGN (ID)

WBS: 10

Prepare the intermediate design. Typical components include, but are not limited to, the following:

- Updated RA schedule.
- Intermediate specifications.
- Intermediate drawings.
- Intermediate Design Criteria Report.
- Intermediate Basis of Design Report.
- Revised RA and O&M cost estimates (+30 percent and -15 percent accuracy for simple projects and +40 and -20 percent for complex projects) prepared through the use of M-CACES Gold Cost Engineering System for Remedial Action.
- An intermediate design review/briefing for EPA.
- Results of Value Engineering (VE) study if VE screening identified potential project savings.

#### EQUIPMENT/SERVICES/UTILITIES (ES)

WBS: 9

Acquire long-lead equipment, services, and/or utilities identified during the preliminary design phase.

#### REUSE PLANNING (RV)

WBS: 12

Assist in the review and evaluation of reuse plans and redevelopment plans submitted to ensure long-term protectiveness of the RD and remedy.

## **Pre-Final Design Package**

Value: 40% Base Fee

### **PRE-FINAL/FINAL DESIGN (FD)**

WBS: 11

Prepare the Pre-final/Final Design. Typical components include, but are not limited to, the following:

- Subcontract award document.
- Pre-final/Final Design Specifications.
- Pre-final/Final Drawings and Schematics.
- Pre-final/Final Design Criteria Report.
- Pre-final/Final Basis of Design Report.
- Pre-final/Final Construction Quality Assurance Plan.
- Draft O&M Manual.
- Relevant Appendices.
- Complete RA Solicitation Package.
- Pre-final/Final Revised RA and O&M cost estimates (+15 percent and -5 percent accuracy) prepared through the use of M-CACES Gold Cost Engineering System for Remedial Action.
- A pre-final/final design review/briefing for EPA.
- Biddability (offerability), operability, constructability, claims prevention, and environmental compliance reviews.
- Revised Project Delivery Strategy.
- 100% design submittal, which shall include the final plans and specifications in reproducible format, final cost estimate, and a schedule of the overall Remedial Action.

## **Final Design Package**

Value: 100% Award Fee

### **POST REMEDIAL DESIGN SUPPORT (DS)**

WBS: 13

Solicit the procurement, evaluate offers received, and inform the EPA Contracting Officer of the best qualified/cost effective offer. (Award of the contract will be part of Remedial Action Work Assignment/Task Order.) Specific activities include, but are not limited to, the following:

- Pre-bid (Pre-Solicitation) Activities.
  - Duplication and distribution of contract documents
  - Advertising/soliciting of bids
  - Issuing addenda
  - Pre-bid (pre-solicitation) meetings
  - Resolution of bidder (offeror) inquiries
  - On-site visits
  - Compilation of contract documents
  - Resolicit bids/offers and repackage documents if necessary
- Pre-award Activities.
  - Receipt of bids (offers)

- Determination of responsive, responsible bidders (offerors)
  - Bid (offer) tabulation
  - Bid (offer) analysis
  - Receipt of follow-up items from lowest responsible bidder (offeror)
  - Review of EEO, MBE requirements, SDB subcontracting plans, etc.
  - Reference checks
  - Request for consent from EPA
- Preparation of final design fact sheet.

Before remedial action field activities begin, update or write, if necessary, site-specific plans. The existing plans developed for the RD, amended at the direction of the EPA WAM/COR, shall be used if appropriate. Plans that establish procedures to be followed by the contractor in performing field, laboratory and analysis work in addition to community and agency liaison activities, may be reviewed by the RD contractor. Typical plans reviewed include, but are not limited to, the following:

- Site Management Plan.
- Sampling and Analysis Plan (SAP).
- Health and Safety Plan (HASP).
- Construction Quality Assurance Plan.
- Contingency Plan.

#### WORK ASSIGNMENT/TASK ORDER CLOSEOUT (CO)

WBS: 14

Perform the necessary activities to close out the work assignment/task order in accordance with contract requirements. Typical activities include but are not limited to, the following:

- Packaging and returning documents to the government.
- Duplicating/distribution/storage of files.
- Archiving files in accordance with Federal Record Center requirements.
- Preparing microfiche/microfilm/optical disk or other EPA-approved data storage technology.
- Preparing the closeout report in accordance with Regional guidance or other procedures as specified in the work assignment/task order. If the final hours/budget is greater than +/- 10% of the original approved work plan/task order hours/budget, the WACR must describe the circumstances that explain why this occurred.

**Attachment 1 - Summary of Major Submittals for the Remedial Design at \_\_\_\_\_ [Site]**

<b>DELIVERABLE</b>	<b>NO. OF COPIES</b>	<b>DUE DATE (calendar days)</b>	<b>EPA REVIEW PERIOD</b>
Remedial Design Work Plan	3	[number] days after initiation of work assignment/task order (WA) or 45 days after scoping meeting for final work plan	[number] days after receipt
Site Management Plan (SMP)	3	[number] days after approval of RD work plan	[number] days after receipt
Quality Assurance Project Plan (QAPP)	3	[number] days after WA initiation	[number] days after receipt
Field Sampling Plan (FSP)	3	[number] days after WA initiation	[number] days after receipt
Health and Safety Plan (HASP)	3	[number] days after WA initiation	[number] days after receipt
Community Relations Plan (CRP)	3	[number] days after WA initiation	[number] days after receipt
Fact Sheets	3	As needed	[number] days after receipt of fact sheet
Preliminary Design	3	[number] days after RD work plan approved	[number] days after receipt
Intermediate Design	3	[number] days after preliminary design approved	[number] days after receipt of int. plans & specs
Prefinal Design Package	3	[number] days after intermediate design approved	[number] days after receipt of plans & specs
Final Design Package	3	[number] days after prefinal design comments received	NA
Remedial Action Contract Documents	3	[number] days after final design approved	21 days after receipt of RA documents



## Attachment 5 - Transmittal Register

[illegible]

## **Attachment 2 - Work Breakdown Structure (WBS) for Remedial Investigation/Feasibility Study (RI/FS)**

### **Task 1 Project Planning and Support**

**(PP)**

- 1.1 Project planning.
  - 1.1.1 Attend scoping meeting.
  - 1.1.2 Conduct site visit.
  - 1.1.3 Develop Work Plan and cost estimate
  - 1.1.4 Negotiate Work Plan and Cost Estimate.
  - 1.1.5 Provide conflict of interest disclosure.
  - 1.1.6 Prepare Health and Safety Plan (HASP) (Prime Contractor).
- 1.2 Prepare, review, and revise the site-specific plans required to implement the RI/FS at the site.
  - 1.2.1 Sampling and Analysis Plan (SAP).
  - 1.2.2 Prepare a site-specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures, and a contingency plan in accordance with 29 CFR 1910.120(l)(1) and (l)(2). NOTE: The RI/FS HSP may be modified for use if appropriate.
- 1.3 Pollution Liability Insurance.
- 1.4 Project management.
  - 1.4.1 Monitor costs and prepare periodic status reports.
  - 1.4.2 Participate in meetings/communicate routinely/prepare meeting notes.
  - 1.4.3 Manage, track, and report status of site-specific equipment.
  - 1.4.4 Accommodate any external audit or review mechanism that EPA shall require.
  - 1.4.5 Evaluate existing data, including usability, when directed by EPA.
  - 1.4.6 Coordinate with local and emergency response teams.
  - 1.4.7 Review background documents as directed by EPA.
  - 1.4.8 Attend EPA-held training.
- 1.5 Project initiation and support.
  - 1.5.1 Develop a conceptual understanding of the site based on existing data.
  - 1.5.2 Identify likely response scenarios, potentially applicable technologies and operable units that address site problems.
  - 1.5.3 Prepare conceptual exposure pathway analysis.
  - 1.5.4 Initiate identification of Applicable or Relevant and Appropriate Requirements (ARARs) that affect remedy selection.
  - 1.5.5 Develop an EPA-approved laboratory quality assurance program.
  - 1.5.6 Develop/review qualifications of the laboratory for the given analytical requirements.
  - 1.5.7 Procure, manage, and provide oversight of subcontracts for analytical services.

### **Task 2 Community Involvement**

**(CR)**

- 2.1 Conduct community interviews.
- 2.2 Prepare Community Involvement Plan (CIP).
- 2.3 Provide public meeting and/or open house support.
- 2.4 Prepare fact sheets, notices and other informational documents.
- 2.5 Provide support for proposed plan.
- 2.6 Provide public hearing support.
- 2.7 Publish public notices in local newspapers serving the site community.
- 2.8 Maintain public information repositories.
- 2.9 Develop and update site mailing list.
- 2.10 Provide administrative and technical support for Responsiveness Summary.
- 2.11 Prepare presentation materials.
- 2.12 Implementation of other Community Involvement activities as identified by the site-specific Community Involvement Plan or EPA.
- 2.13 Provide technical support to review Community Involvement deliverables and participate in public meetings.

### **Task 3 Field Investigation/Data Acquisition**

**(FI)**

- 3.1 Mobilization/demobilization.

- 3.2 Hydrogeological assessment.
- 3.3 Soil boring, drilling, and testing.
- 3.4 Environmental sampling.
- 3.5 Reuse assessment.
- 3.6 Geotechnical survey.
- 3.7 Field-generated waste characterization and disposal in accordance with local, state and federal regulations.
- 3.8 Site reconnaissance.
- 3.9 Ecological characterization.

#### **Task 4 Sample Analysis**

(SN)

- 4.1 Sample analyses and production of analytical data. [NOTE: For cost estimating purposes there should be no direct labor costs under this task - no hours should be reflected under this task, only dollars.]

#### **Task 5 Analytical Support and Data Validation**

(AN)

- 5.1 Collect, prepare, and ship environmental samples in accordance with the Field Sampling Plan (FSP).
  - 5.1.1 Field screening.
  - 5.1.2 Ground water sampling.
  - 5.1.3 Surface and subsurface soil sampling.
  - 5.1.4 Surface water and sediment sampling.
  - 5.1.5 Air monitoring and sampling.
  - 5.1.6 Biota sampling.
  - 5.1.7 Other types of media sampling and screening.
- 5.2 Develop performance or acceptance criteria (such as data quality objectives (DQO)) for each sampling event; these criteria shall be the determinative factor for assessing the success or failure of the sampling.
- 5.3 Request, obtain, and perform oversight of analytical services in compliance with EPA requirements.
- 5.4 Coordinate with the EPA Sample Management Office (SMO), the Regional Sample Control Coordinator (RSCC), and/or the Environmental Services Division (ESD) regarding analytical support, data validation, and quality assurance issues.
- 5.5 Implement the EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions.
- 5.6 Provide sample management including chain of custody procedures, information management, sample retention, and 10-year data storage.
- 5.7 Perform data validation, the process by which the quality of the data, the defensibility of the data, and the chain of custody are verified. Perform data validation in accordance with Regional guidelines.
- 5.8 Review data for usability for its intended purpose.
- 5.9 Provide reports on data validation and usability.

#### **Task 6 Data Evaluation**

(DE)

- 6.1 Combine analytical and field data, providing data in a format that is compatible with Regional or national electronic data management network.
  - 6.1.1 Data usability evaluation and field quality assurance/quality control (QA/QC).
  - 6.1.2 Data reduction and tabulation.
  - 6.1.3 Data trend evaluation and/or modeling and submission of Technical Memorandum.
- 6.2 Data reduction, tabulation, and evaluation.
- 6.4 Environmental fate and transport modeling/evaluation.

#### **Task 7 Risk Assessment**

(RA)

- 7.1 Conduct a baseline human health risk assessment.
- 7.2 Conduct a baseline ecological risk assessment.
- 7.3 Prepare draft risk assessment reports.
- 7.4 Prepare final risk assessment reports.

#### **Task 8 Treatability Study/Pilot Testing**

(TT)

- 8.1 Provide test facility and equipment.
- 8.2 Test and operate equipment.
- 8.3 Retrieve sample for testing.



- 8.4 Prepare Technical Memorandum.
- 8.5 Characterize and dispose of residuals in accordance with Local, State and Federal Regulations.

**Task 9 Remedial Investigation Report (RR)**

- 9.1 Prepare draft Remedial Investigation report(s).
- 9.2 Prepare final Remedial Investigation report.

**Task 10 Remedial Alternatives Screening (RS)**

- 10.1 Establish remedial action objectives.
- 10.2 Establish general response actions.
- 10.3 Identify and screen applicable remedial technologies.
- 10.4 Develop remedial alternatives in accordance with Section 300.430(e) of the NCP (1990).
- 10.5 Screen remedial alternatives for effectiveness, implementability and cost.
- 10.6 Prepare Technical Memorandum.

**Task 11 Remedial Alternatives Evaluation (RE)**

- 11.1 Assess individual alternatives against each of the evaluation criteria.
- 11.2 Perform a comparative analysis of all options against the evaluation criteria.
- 11.3 Prepare a report of findings.

**Task 12 Feasibility Study Report (FS)**

- 12.1 Prepare draft Feasibility Study report(s).
- 12.2 Prepare final Feasibility Study report.

**Task 13 Post RI/FS Support (PR)**

- 13.1 Attend public meetings, briefings, public hearings, technical meetings with PRPs.
- 13.2 Prepare presentation materials.
- 13.3 Provide technical assistance in the preparation of the Responsiveness Summary.
- 13.4 Provide technical assistance in the preparation of the Proposed Plan and ROD.
- 13.5 Prepare Feasibility Study Addendum.

**Task 14 Administrative Record (AR)**

- 14.1 Attend meeting with EPA WAM/COR, Site Attorney, and Administrative Record Coordinator.
- 14.2 Provide assistance in compiling documents comprising of the Administrative Record File in accordance with EPA Regional guidance or other procedures as specified.
- 14.3 Prepare Draft Administrative Record Index in accordance with EPA regional guidance or other procedures as specified.
- 14.4 Prepare Administrative Record Index.
- 14.5 Coordinate duplication of Administrative Record.
- 14.6 Assemble Administrative Record and Index.

**Task 15 Work Assignment/Task Order Closeout (CO)**

- 15.1 Package and return documents to the government.
- 15.2 Duplicate, distribute, and store files.
- 15.3 Archive files in accordance with Federal Record Center requirements.
- 15.4 Produce microfiche/microfilm/optical disk or other EPA-approved storage format.
- 15.5 Prepare the Work Assignment/Task Order Closeout Report (WACR).

### Attachment 3 - Regulations and Guidance Documents

The following list, although not comprehensive, consists of many of the regulations and guidance documents that apply to the RI/FS process:

1. American National Standards Practices for Respiratory Protection. American National Standards Institute Z88.2-1980, March 11, 1981.
2. ARCS Construction Contract Modification Procedures, September 1989, OERR Directive 9355.5-01/FS.
3. CERCLA Compliance with Other Laws Manual, Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, August 1988 (DRAFT), OSWER Directive No. 9234.1-01 and -02.
4. Community Relations in Superfund - A Handbook, U.S. EPA, Office of Emergency and Remedial Response, January 1992, OSWER Directive No. 9230.0-3C.
5. A Compendium of Superfund Field Operations Methods, Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, EPA/540/P-87/001a, August 1987, OSWER Directive No. 9355.0-14.
6. Construction Quality Assurance for Hazardous Waste Land Disposal Facilities, U.S. EPA, Office of Solid Waste and Emergency Response, October 1986, OSWER Directive No. 9472.003.
7. Contractor Requirements for the Control and Security of RCRA Confidential Business Information, March 1984.
8. Data Quality Objectives for Remedial Response Activities, U.S. EPA, Office of Emergency and Remedial Response and Office of Waste Programs Enforcement, EPA/540/G-87/003, March 1987, OSWER Directive No. 9335.0-7B.
9. Engineering Support Branch Standard Operating Procedures and Quality Assurance Manual, U.S. EPA Region IV, Environmental Services Division, April 1, 1986 (revised periodically).
10. EPA NEIC Policies and Procedures Manual, EPA-330/9-78-001-R, May 1978, revised November 1984.
11. Federal Acquisition Regulation, Washington, DC: U.S. Government Printing Office (revised periodically).
12. Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, Interim Final, U.S. EPA, Office of Emergency and Remedial Response, October 1988, OSWER Directive NO. 9355.3-01.
13. Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potential Responsible Parties, U.S. EPA Office of Emergency and Remedial Response, EPA/540/G-90/001, April 1990.
14. Guidance on Expediting Remedial Design and Remedial Actions, EPA/540/G-90/006, August 1990.
15. Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites, U.S. EPA Office of Emergency and Remedial Response (DRAFT), OSWER Directive No. 9283.1-2.
16. Guide for Conducting Treatability Studies Under CERCLA, U.S. EPA, Office of Emergency and Remedial Response, Prepublication version.
17. Guide to Management of Investigation-Derived Wastes, U.S. EPA, Office of Solid Waste and Emergency Response, Publication 9345.3-03FS, January 1992.
18. Guidelines and Specifications for Preparing Quality Assurance Project Plans, U.S. EPA, Office of Research and Development, Cincinnati, OH, QAMS-004/80, December 29, 1980.
19. Health and Safety Requirements of Employees Employed in Field Activities, U.S. EPA, Office of Emergency and Remedial Response, July 12, 1982, EPA Order No. 1440.2.
20. Interim Guidance on Compliance with Applicable of Relevant and Appropriate Requirements, U.S. EPA, Office of Emergency and Remedial Response, July 9, 1987, OSWER Directive No. 9234.0-05.
21. Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans, U.S. EPA, Office of Emergency and Remedial Response, QAMS-005/80, December 1980.
22. Methods for Evaluating the Attainment of Cleanup Standards: Vol. 1, Soils and Solid Media, February 1989, EPA 23/02-89-042; vol. 2, Ground Water (Jul 1992).
23. National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, Federal Register 40 CFR Part 300, March 8, 1990.
24. NIOSH Manual of Analytical Methods, 2nd edition. Volumes I-VII for the 3rd edition, Volumes I and II, National Institute of Occupational Safety and Health.
25. Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, National Institute of Occupational Safety and Health/Occupational Health and Safety Administration/United States Coast Guard/Environmental Protection Agency, October 1985.
26. Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, February 19, 1992, OSWER Directive 9355.7-03.
27. Procedure for Planning and Implementing Off-Site Response Actions, Federal Register, Volume 50, Number 214, November 1985, pages 45933-45937.

28. Procedures for Completion and Deletion of NPL Sites, U.S. EPA, Office of Emergency and Remedial Response, April 1989, OSWER Directive No. 9320.2-3A.
  29. Quality in the Constructed Project: A Guideline for Owners, Designers and Constructors, Volume I, Preliminary Edition for Trial Use and Comment, American Society of Civil Engineers, May 1988.
  30. Remedial Design and Remedial Action Handbook, U.S. EPA, Office of Emergency and Remedial Response, June 1995, OSWER Directive No. 9355.5-22.
  31. Revision of Policy Regarding Superfund Project Assignments, OSWER Directive No. 9242.3-08, December 10, 1991. [Guidance, p. 2-2]
  32. Scoping the Remedial Design (Fact Sheet), February 1995, OSWER Publ. 9355-5-21 FS.
  33. Standard Operating Safety Guides, U.S. EPA, Office of Emergency and Remedial Response, November 1984.
  34. Standards for the Construction Industry, Code of Federal Regulations, Title 29, Part 1926, Occupational Health and Safety Administration.
  35. Standards for General Industry, Code of Federal Regulations, Title 29, Part 1910, Occupational Health and Safety Administration.
  36. Structure and Components of 5-Year Reviews, OSWER Directive No. 9355.7-02, May 23, 1991. [Guidance, p. 3-5]
  37. Superfund Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, April 1990, EPA/540/G-90/001.
  38. Superfund Remedial Design and Remedial Action Guidance, U.S. EPA, Office of Emergency and Remedial Response, June 1986, OSWER Directive No. 9355.0-4A.
  39. Superfund Response Action Contracts (Fact Sheet), May 1993, OSWER Publ. 9242.2-08FS.
  40. TLVs-Threshold Limit Values and Biological Exposure Indices for 1987-88, American Conference of Governmental Industrial Hygienists.
  41. Treatability Studies Under CERCLA, Final. U.S. EPA, Office of Solid Waste and Emergency Response, EPA/540/R-92/071a, October 1992.
  42. USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis, U.S. EPA, Office of Emergency and Remedial Response, July 1988.
  43. USEPA Contract Laboratory Program Statement of Work for Organic Analysis, U.S. EPA, Office of Emergency and Remedial Response, February 1988.
  44. User's Guide to the EPA Contract Laboratory Program, U.S. EPA, Sample Management Office, August 1982.
  45. Value Engineering (Fact Sheet), U.S. EPA, Office of Solid Waste and Emergency Response, Publication 9355.5-03FS, May 1990.
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See the following guidance documents for more information on performance-based contracting:

46. A Guide to Best Practices for Performance-Based Service Contracting, Office of Federal Procurement Policy, April 1996.
47. A Guide to Best Practices for Performance-Based Service Contracting, Final Edition, Office of Federal Procurement Policy, October 1998.
48. Performance-Based Contracting (Fact Sheet), U.S. EPA, Office of Emergency and Remedial Response, Draft February 1999.
49. Policy Letter 91-2, To The Heads of Executive Agencies and Departments, April 9, 1991.

## Attachment 4 - Transmittal Of Documents For Acceptance By EPA

TRANSMITTAL OF DOCUMENTS FOR ACCEPTANCE BY EPA		DATE:	TRANSMITTAL NO.
TO:		FROM:	<input type="checkbox"/> New Transmittal <input type="checkbox"/> Re-submittal of Transmittal No. _____
SUBTASK NO.	DELIVERABLE	NO. OF COPIES	REMARKS
ACCEPTANCE ACTION			
DOCUMENTS FOUND ACCEPTABLE (LIST BY SUBTASK NO.)		NAME/TITLE/SIGNATURE OF REVIEWER DATE	

**ATTACHMENT 2**

Statement of Work in hard copy (electronically, if possible.)



## **REMEDIAL ACTION CONTRACTS II (RACS II)**

### **STATEMENT OF WORK**

#### **I. BACKGROUND**

The Response Action Contracts II (RACS II) provides professional architect/engineer, technical, and management services to the Environmental Protection Agency (EPA) to support remedial response, enforcement oversight and non-time critical removal activities under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); and the Robert T. Stafford Disaster Relief and Emergency Assistance Act pursuant to the Federal Response Plan (FRP) and other laws to help address and/or mitigate endangerment to the public health, welfare or environment, and to support States and communities in preparing for responses to releases of hazardous substances, as well as counter-terrorism.

#### **II. GENERAL REQUIREMENTS**

Contract services include performance of site management; remedial investigation and feasibility studies; engineering services to design remedial actions; construction management for implementing remedial actions, including issuing and managing subcontracts for construction of the selected remedy and engineering services in overseeing construction; engineering evaluation and cost analysis for non-time critical removal actions; enforcement support, including oversight of remedial investigations/feasibility studies, remedial design, remedial action, removal action, and negotiation support; and other technical assistance, including community involvement, sampling and analysis support, risk assessment, five-year reviews, long-term response actions and pre-design investigations. Services may include technical and management services supporting EPA's coordination and oversight of remedial activities where they are performed by a State, the U.S. Army Corps of Engineers (USACE), third party or responsible parties identified in enforcement actions. The RACS II plays a major role in the effective streamlining and acceleration of Superfund site cleanups and early action to reduce immediate risk to human health and the environment. This will be accomplished through integration of remedial and removal activities, with focus on removing redundancies in the site assessment process and creating a one-step site screening and risk assessment process. In line with this effort, the Contract has been designed to accomplish non-time critical removals as well as traditional Superfund remedial actions. Tasks under the work areas defined in the Statement of Work (SOW) will be specified, as needed, in work ordering instruments, and their scope may be modified to reduce redundancies and accelerate cleanups. The Contractor shall provide professional architect/engineer, technical, and management services in support of EPA's remedial response, enforcement oversight, and non-time critical removal activities at sites of release or threatened release of hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act pursuant to the Federal Response Plan (FRP) and other laws to help address and/or mitigate endangerment to the public health, welfare or environment, and to support States and communities in preparing for responses to releases of

hazardous substances, as well as counter-terrorism. This Contract will be able to provide the above services for other environmental programs requiring similar work.

### **III. IMPLEMENTATION OF THE SOW**

When conducting activities under this contract, the contractor shall operate in accordance with all environmental statutes and regulations, as appropriate, including the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended, the Clean Water Act/Oil Pollution Act as amended, the Clean Air Act as amended, the National Contingency Plan as amended and the Toxic Substances Control Act as amended. In accordance with applicable laws, regulations, guidance and policies, the Contractor shall furnish the personnel, services, materials, equipment, knowledge, and expertise to successfully complete the tasks required under this contract. Any and all services and products shall be delivered in compliance with all applicable Federal, State, and local laws, regulations, guidance and policies, and will be adjusted to reflect those applicable laws, regulations, guidance, and policies which become effective after the effective date of this contract.

### **IV. WORK AREAS, TASKS, AND WORK BREAKDOWN STRUCTURE (WBS)**

The Work Breakdown Structure (WBS) presents Tasks for each Work Area. The Task Category Inventory presents all the tasks and indicates which Work Areas to which the tasks would apply. Not all tasks described under each Work Area in the WBS will be used for every assignment. The contractor shall utilize the SOW WBS, as presented and supplemented through individual Work Ordering Documents, for project scoping, scheduling and technical and costs tracking and reporting.

Work Areas are organized into three categories:

- o Fund-Lead Site Specific Work Areas
- o Enforcement Support Site Specific Work Areas
- o Other Technical Assistance Site Specific Work Areas

In addition to outcomes and deliverables listed within Work Areas, individual work ordering instruments may specify additional outcomes and deliverables. The contractor shall avoid duplication of prior efforts in gathering and assimilating site information and recommend opportunities for early actions in order to reduce site risks as quickly as possible. The contractor shall utilize the most applicable and current regulations and guidance documents when conducting work. The contractor shall continually look for and implement ways to streamline activities and minimize costs without compromising quality. The contractor shall assign work to personnel at the appropriate professional and/or technical levels and with the appropriate skills to most efficiently perform tasks. When tasked, the Contractor shall provide the services in the SOW to any EPA Regional Office, unless specific place of performance limitations are established in the Contract.



## **V. SPECIFIC REQUIREMENTS**

The contractor shall perform the following activities when requested via the issuance of a work ordering instrument. Additional outcomes and deliverables may be further defined in the work ordering document.

### **A. FUND-LEAD SITE SPECIFIC WORK AREAS**

The EPA will issue work ordering instruments for sites that have been selected by EPA for fund financed study and/or remedial action, where EPA has assumed the lead responsibility for managing the site.

### **REMEDIAL INVESTIGATION/FEASIBILITY STUDY (RI/FS)**

Under the RI, assess the extent of contamination, assess the risks to human health and the environment, and support the development, evaluation and selection of appropriate response alternatives. Under the FS, assist in developing appropriate remedial alternatives and evaluate them so the appropriate remedy may be selected. RI/FS activities must be in accordance with all applicable regulations and guidance including but not limited to OSWER Directive 9355.3-01, 10-88 (Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA). The Government may order a combined RI/FS or separate RI or FS. This will be defined in the work ordering instrument.

Expected outcomes and deliverables:

1. Remedial Investigation Report (and/or)
2. Feasibility Report/Study

### **REMEDIAL DESIGN**

Convert the remedy selected in the ROD into a final design document for the RA. All activities shall be in conformance with the remedy selected and set forth in the Record of Decision (ROD), or otherwise directed by EPA.

Expected outcomes and deliverables:

1. Design Criteria/Conceptual (Preliminary) Design
2. Intermediate Design
3. Pre-final/ Final Design (including cost estimate)

### **REMEDIAL ACTION**

Implement the design remedy through the procurement of a construction subcontractor(s), construction management activities, and technical and field engineering services, in accordance with the objectives of the Remedial Design.

Expected outcomes and deliverables:

1. Construction completion and/or implementation of remedy
2. Remedial Action Report

### **CONSTRUCTION SUPPORT**

Provide technical assistance during the implementation of a Fund-lead RA or LTRA to support the Remedial Project Manager with Resident Engineering services in accordance with the objectives of the Remedial Design and LTRA.

Expected outcomes and deliverables:

1. Comments on RA submittals
2. Oversight inspection

### **LONG-TERM RESPONSE ACTION**

Implement on-going design remedy involving operation of long-term treatment systems for ground water and surface water restoration measures, including natural attenuation. This applies to the first ten years of restoration.

Expected outcomes and deliverables:

1. Operation, maintenance and sampling programs as described in the applicable Operations and Maintenance Manual
2. Performance Reporting
3. Operation of treatment system

### **NON-TIME CRITICAL REMOVAL SUPPORT (EE/CAs)**

Provide Non-Time Critical Removal Support in accordance with "Engineering Evaluation Cost Analysis Guidance for Non-Time Critical Removal Actions" (EPA, 1987, or latest revision) and "Outline of EE/CA Guidance" (EPA, March 30, 1988, or latest revision).

Expected outcomes and deliverables:

1. Engineering Evaluation/Cost Analysis

### **NON-TIME CRITICAL REMOVAL ACTION**

Implement the design remedy involving the procurement of a construction subcontractor(s) and construction management activities, in addition to technical engineering services, in accordance with the objectives of the Remedial Design. Prepare necessary design documents required to implement the alternative identified in the Action Memo approved by the Agency.

Expected outcomes and deliverables:

1. After Action Report

## **B. ENFORCEMENT SUPPORT SITE SPECIFIC WORK AREAS**

### **RI/FS OVERSIGHT**

Oversee Potentially Responsible Party (PRP) RI/FS activities. Verify PRP technical work is conducted in accordance with the Settlement Agreement (administrative order on consent or a judicial consent decree) statement of work.

Expected outcomes and deliverables:

1. Technical Review and Comments on PRP submittals
2. Field oversight of PRP on-site activities

### **NEGOTIATION SUPPORT**

Monitor and provide technical support to EPA staff during negotiations with PRP for implementation of the Remedial Investigation/Feasibility Study, Remedial Design/Remedial Action, or Removal Action activities.

Expected outcomes and deliverables defined in individual work order instrument.

### **RD OVERSIGHT**

Verify PRP work is conducted in accordance with the Settlement Agreement (an administrative order on consent or a consent decree or an unilateral administrative order) statement of work.

Expected outcomes and deliverables:

1. Comments on PRP Submittals

### **RA OVERSIGHT**

Verify PRP work is conducted in accordance with the Settlement Agreement (a consent decree or an unilateral administrative order) statement of work.

Expected outcomes and deliverables:

1. Comments on PRP Submittals
2. Oversight/field inspection of PRP construction operations

### **REMOVAL OVERSIGHT**

Verify PRP work is conducted in accordance with the Settlement Agreement (an administrative order on consent or a consent decree) statement of work.

Expected outcomes and deliverables:

1. Comments on PRP submittals.
2. Oversight/field inspection of PRP removal activities

### **LONG-TERM RESPONSE ACTION OVERSIGHT**

Verify PRP work is conducted in accordance with the Settlement Agreement (a consent decree or an unilateral administrative order) statement of work.

Expected outcomes and deliverables defined in individual work order instrument.

### **OPERATION AND MAINTENANCE (O&M) OVERSIGHT**

Verify that PRP O&M is conducted in accordance with the Settlement Agreement (an administrative order on consent or a consent decree) statement of work. If State is conducting O&M, verify that State O&M is conducted in accordance with Superfund State Contract and O&M Plan.

Expected outcomes and deliverables defined in individual work order instrument.

### **LITIGATION SUPPORT**

Provide EPA with technical support with regard to litigation. However, the contractor will not provide any legal services, representation or counseling to EPA.

Expected outcomes and deliverables defined in individual work order instrument.

## **C. OTHER TECHNICAL ASSISTANCE SITE SPECIFIC WORK AREAS**

### **COMMUNITY INVOLVEMENT**

Assist in the preparation and implementation of the Community Involvement Plan for the site.

Expected outcomes and deliverables defined in individual work order instrument.

### **SAMPLING AND ANALYTICAL SUPPORT**

Provide sampling and analytical support including long term monitoring.

Expected outcomes and deliverables defined in individual work order instrument.

### **PRE-DESIGN INVESTIGATION**

Perform pre-design investigations.

Expected outcomes and deliverables defined in individual work order instrument.

## **TREATABILITY STUDY/PILOT TESTING**

Provide the data necessary to evaluate and, to implement one or more remedial alternatives. These studies generally involve characterizing untreated wastes and evaluating the performance of the technology under different operating conditions.

Expected outcomes and deliverables defined in individual work order instrument.

## **RISK ASSESSMENT**

Conduct Baseline Human Health Risk Assessment and Baseline Ecological Risk Assessment and prepare the necessary documents to characterize and quantify where appropriate, the current and potential human health and environmental risks that would prevail if no further action is taken.

Expected outcomes and deliverables defined in individual work order instrument.

## **PRELIMINARY ASSESSMENT FOR SITE ASSESSMENT**

Provide preliminary assessment activities for site assessments. Preliminary assessments (PA) are intended to provide a preliminary screening of sites to facilitate the assignment of site priorities. EPA shall determine site priorities for placing sites on the National Priority List (NPL). Conduct all preliminary assessments in accordance with "Guidance for Performing Preliminary Assessments under CERCLA," OSWER Directive 9345.0-01A, September 1991, or latest revision. Major activities include background research, a site reconnaissance, the generation of a PA report, and the generation of a preliminary HRS score. The EPA shall make the determination of final HRS scores.

Expected outcomes and deliverables defined in individual work order instrument.

1. Draft and final PA report

## **SITE INSPECTION FOR SITE ASSESSMENT**

Perform site inspection activities for site assessments. Site inspections (SI) are the second phase of an ongoing screening process used to determine whether a site has the potential to be included on the National Priorities List. EPA shall determine site priorities for placing sites on the National Priority List (NPL). This work area includes Screening Site Inspections and Expanded Site Inspections. All Site inspections shall be performed in accordance with "Guidance for Performing Site Inspections under CERCLA," OSWER Directive 9345.1-05, September 1992, Interim Final, or latest revision. Major activities include background research, field sampling, generation of an SI report, and generation of an HRS score. EPA will make the determination of the final HRS score.

Expected outcomes and deliverables defined in individual work order instrument.

## **HRS PACKAGE PREPARATION FOR SITE ASSESSMENT**

Prepare Hazard Ranking System (HRS) packages for site assessments. The Hazard Ranking System is a scoring system that evaluates the relative threat to public health and the environment posed by releases and potential releases of hazardous substances. The HRS score and the supporting documentation are compiled into an HRS package. EPA uses the information in this package to determine HRS scores, to determine priorities of sites for placement on the National Priority List (NPL), and to place sites on the NPL. Major activities in this work area include background research, generation of an estimated HRS score, preparation of a summary report or data gap memo if necessary, and the generation of an HRS documentation record.

Expected outcomes and deliverables defined in individual work order instrument.

## **SITE SECURITY AND MAINTENANCE**

Perform site security.

Expected outcomes and deliverables defined in individual work order instrument.

## **FIVE-YEAR REVIEW**

Provide technical support to determine whether the remedy at a site is/remains protective of human health and the environment and evaluate the implementation and performance of the selected remedy in accordance with OSWER Directive 9355.7-03B-P, "Comprehensive Five-Year Review Guidance", June 2001. The contractor shall consider all current and past activities at the site. EPA will make all final determinations. Expected outcomes and deliverables: A Five-Year Review document that is at a minimum (1) is submitted on or before the due date, (2) is consistent with the Comprehensive Five-Year Review Guidance, (3) contains a protectiveness statement that is well supported by the document, and (4) provides information specified in the guidance for any identified follow-up actions that affect the protectiveness of the remedy.

## **RECORDS MANAGEMENT AND ADMINISTRATIVE SUPPORT**

Compile the site file and the Administrative Record. The site file shall contain all site-related documents including memoranda, correspondence, reports, photographs, lab data and other material produced or received by EPA. The Administrative Record is a subset of the site file containing documents that relate to public involvement and the selection of the Remedial Action.

Expected outcomes and deliverables defined in individual work order instrument.

## **REAL PROPERTY ACQUISITION SUPPORT**

Perform support for property acquisition activities. EPA will perform actual acquisition activities.

Expected outcomes and deliverables defined in individual work order instrument.

## **TECHNICAL ASSISTANCE**

Perform expert technical assistance for a specific site.

Expected outcomes and deliverables defined in individual work order instrument.

## **INTEGRATED SITE ASSESSMENT/INVESTIGATION**

Perform integrated site assessment and investigation activities for both potential removal candidates and potential NPL candidates. Integrated site assessment and investigation activities will generally be performed under the following conditions:

- o Public drinking water supplies are or may be contaminated with a hazardous substance;
- o Private wells are or may be contaminated with a hazardous substance above a health based benchmark;
- o Soils on school, day care center, or residential properties are or may be contaminated above background levels;
- o A hazardous substance is detected or suspected above background in an off-site air release in a populated area;
- o A highly toxic substance known to bioaccumulate has been or may have been discharged into surface waters; and/or
- o Sensitive environments are or may be contaminated with a hazardous substance above background levels.

Activities performed pursuant to this requirement shall be in conformance with OSWER Directive 9345.1-6FS, September 1993 entitled, "Integrating Removal and Site Assessment Investigations (EPA/540- F-93-038).

Expected outcomes and deliverables defined in individual work order instrument.





# **RAC II MODEL STATEMENT OF WORK FOR REMEDIAL INVESTIGATION/FEASIBILITY STUDY (RI)**

\_\_\_\_\_ [Site], \_\_\_\_\_ [County], \_\_\_\_\_ [State]

\_\_\_\_\_ [Date]

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**RAC II MODEL STATEMENT OF WORK FOR  
REMEDIAL INVESTIGATION/FEASIBILITY STUDY (RI)**  
\_\_\_\_\_ [Site], \_\_\_\_\_ [County], \_\_\_\_\_ [State]  
\_\_\_\_\_ [Date]

**Contract No:**

**Work Assignment/Task Order No:**

**Introduction**

**PURPOSE**

The purpose of this work assignment/task order is to conduct a remedial investigation/feasibility study (RI/FS) at \_\_\_\_\_ [Site] to select a remedy that eliminates, reduces, or controls risks to human health and the environment. Specifically, the RI/FS involves the investigation and study of \_\_\_\_\_. This statement of work (SOW) sets forth the framework and requirements for this effort. The goal is to develop the minimum amount of data necessary to support the selection of an approach for site remediation and then to use this data to result in a well-supported Record of Decision (ROD). The estimated completion date for this work assignment/task order is \_\_\_\_\_ [Date - month, day, year].

**SITE DESCRIPTION**

[Provide a brief site description and site history.]

**GENERAL REQUIREMENTS**

This is a term-form work assignment/task order that requires the contractor to develop a well-supported ROD that when implemented through a remedial action will eliminate, reduce or control risks to human health and the environment. Furnish all necessary and appropriate personnel, materials, and services needed for, or incidental to, performing and completing the RI/FS in accordance with the requirements of this SOW.

This SOW and accompanying work breakdown structure (WBS) (Attachment 2) is provided as a format for the contractor to structure its proposed approach and cost estimate. Use the WBS in cost estimate preparation and technical and cost tracking and reporting under this work assignment/task order.

In conducting the work assignment/task order, EPA expects the contractor to propose and implement the most appropriate and cost-effective procedures and methodologies using accepted engineering practices and controls. Throughout the performance of this work assignment/task order, EPA expects the contractor to be responsible for performing services and providing products at the lowest reasonable cost. If the contractor fails to meet the requirements within the negotiated costs, the government may elect to provide the contractor with additional funds to complete the work assignment/task order without providing any additional fee. If there are changes to the SOW by the government, the government will issue a formal amendment to the SOW and negotiate the cost of the amendment with the contractor to form a new cost estimate.

A summary of the potential major deliverables and proposed schedule for submittals is in Attachment 1. This summary and schedule can be used as the basis for the contractor's proposed deliverables and schedules included in the work plan. Submit the major deliverables using the Transmittal of Documents for Acceptance by EPA Form. (Attachment 4). The EPA Work Assignment Manager (WAM)/Contracting Officer Representative (COR) will track deliverables submitted by the contractor using the Transmittal Register (Attachment 5).

A list of primary guidance and reference material is provided in Attachment 3. In all cases, the contractor shall use the most recently issued guidance.

Communicate at least weekly with the EPA WAM/COR, either in face-to-face meetings or through conference calls. Document all decisions that are made in meetings and conversations with EPA. Forward this documentation to the WAM/COR within five working days of the meeting or conversation.

EPA provides oversight of contractor activities throughout the RI/FS. EPA review and approval of deliverables is a tool to assist this process and to satisfy, in part, EPA's responsibility to provide effective protection of public health, welfare, and the environment. EPA also reviews deliverables to assess the likelihood that the RI/FS achieves its goals and that its performance and operations requirements have been met. Acceptance of deliverables by EPA does not relieve the RI/FS contractor from responsibility for the adequacy of the deliverables or its professional responsibilities.

## RECORD KEEPING REQUIREMENTS

Maintain all technical and financial records for the RI/FS in accordance with the contract. At the completion of the work assignment/task order, submit an official record of the RI/FS in both compact disk and a hardcopy to the WAM/COR. Provide the deliverables using electronic media.

## USEPA PRIMARY CONTACTS

The primary contact for this work assignment/task order is \_\_\_\_\_. He/she can be reached at (\_\_\_\_) \_\_\_\_\_, via facsimile at (\_\_\_\_) \_\_\_\_\_, or via e-mail at \_\_\_\_\_@epa.gov. His/her mailing address is US EPA Region \_\_\_\_\_, \_\_\_\_\_. The secondary contact is \_\_\_\_\_. He/she can be reached at (\_\_\_\_) \_\_\_\_\_, via facsimile (\_\_\_\_) \_\_\_\_\_, or via e-mail at \_\_\_\_\_@epa.gov. His/her mailing address is US EPA Region \_\_\_\_\_, \_\_\_\_\_.

## WA/TASK ORDER COMPLETION DATE AND PROJECT CLOSEOUT

At the completion of the work assignment/task order, perform all necessary project closeout activities as specified in the contract. These activities include closing out any subcontracts, indexing and consolidating project records and files as required above, and providing a technical and financial closeout report to EPA. The goal is to complete all technical activities and closeout activities for this work assignment/task order by \_\_\_\_ [Date - month day, year].

## RI/FS Work Planning

Value: 10% Base Fee

This work element involves planning for the execution and overall management of this work assignment/task order. The technical and managerial activities required to implement the RI/FS and the associated costs shall be developed during the planning phase and detailed in the RI/FS work plan and cost estimate.

## WORK PLAN

WBS: 1.1

Prepare and submit a RI/FS work plan that includes a detailed description of implementation activities, performance monitoring, and overall management strategy, including optimization, for the RI/FS. Typical activities involved in preparing the work plan include, but are not limited to, the following:

- Contacting the Work Assignment Manager (WAM)/Contracting Officer Representative (COR) within five calendar days after receipt of the work assignment/task order to schedule the scoping meeting to be held at the U.S. EPA Region \_\_\_\_\_ office in \_\_\_\_\_, \_\_\_\_ [City and State]. Regional personnel will be available to meet with the contractor 20 to 30 calendar days after the initial scoping meeting to discuss and clarify any issues the contractor may have regarding this project. Contact the WAM/COR to schedule this meeting at least five working days before the proposed meeting date.
- Conducting a site visit with the WAM/COR during the RI/FS planning phase to assist in developing an understanding of the site and any logistics. [A site visit may not be necessary if the RI/FS contractor is familiar with the site. If this is the case, delete this paragraph/bullet.]

- Preparing and submitting a final RI/FS work plan within 45 calendar days after the scoping meeting. The work plan shall include a detailed description of the technical approach for the RI/FS activities in accordance with the \_\_\_\_\_. Specify the necessary procedures, inspections, deliverables, and schedules. Include a comprehensive implementation management schedule for completion of each major activity and submittal.
- Preparing the estimated cost to complete the work assignment/task order, including subcontractor costs, for each element of the SOW; providing a breakdown of the cost by task and subtask levels, in accordance with the contract work breakdown structure (WBS).
- Negotiating and preparing a revised work plan, if the contractor fails to meet the Region's minimum standards. Note that EPA does not anticipate a need to re-negotiate with the contractor nor to require the contractor to revise the work plan. Contractor costs associated with the preparation of the revised work plan and cost estimate shall be paid by the government but shall not bear fee.
- Providing conflict of interest disclosure.

#### SITE-SPECIFIC PLANS

WBS: 1.2

Review all existing site-specific plans and prepare, update, and/or maintain plans, as necessary, for RI/FS implementation. Incorporate the plans and procedures received from any subcontractor(s) into the overall site plans. Should the contractor fail to meet the required standards in accordance with the appropriate legal, regulatory, and EPA guidance, prepare revised site-specific plans. (**NOTE:** In that event, contractor costs associated with the preparation of the revised site-specific plans shall be paid by EPA but shall not bear fee.) Typical plans include, but are not limited to, the following:

- Sampling and Analysis Plan (SAP) in accordance with 40 CFR 300.415(b)(4)(ii).
- Site-specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures, and a contingency plan in accordance with 29 CFR 1910.120(l)(1) and (l)(2).

#### POLLUTION LIABILITY INSURANCE

WBS 1.3

Prepare and submit costs to the Contracting Officer for approval for work assignment/task order-specific Pollution Liability Insurance, if the contractor plans to bill insurance premiums as a direct charge to the work assignment/task order and there is no contract-wide Pollution Liability Insurance. (**NOTE:** Track and report all costs associated with this subtask separately and in accordance with the Reports of Work, Attachment B, of this contract.)

### Project Management and Reporting

Value: 10% Base Fee

#### PROJECT MANAGEMENT

WBS: 1.4

Perform activities required to effectively manage the work assignment/task order. These activities typically include, but are not limited to, the following:

- Monitoring costs and progress.
- Preparing and submitting monthly progress reports that document monthly and cumulative cost, performance status, and technical progress.
- Preparing and submitting monthly invoices in accordance with the level of detail as specified in the contract.
- Manage, track, and report status of site-specific equipment.

- Participating in meetings and preparing and submitting meeting summaries.
- Accommodating any external audit or review mechanism that EPA requires.
- Evaluating existing data, including usability, when directed by EPA.
- Coordinating with local and emergency response teams.
- Reviewing background documents as directed by EPA.
- Attending EPA-held training.

## PROJECT INITIATION

WBS: 1.5

Perform project initiation and support that will lead to the selection of a remedy that eliminates, reduces, or controls risks to human health and the environment. Typical activities include, but are not limited to, the following:

- Developing a conceptual understanding of the site based on the evaluation of existing data and summarizing this understanding in a Technical Memorandum.
- Identifying likely response scenarios and potentially applicable technologies and operable units that address site problems and submitting this information in a Technical Memorandum.
- Preparing conceptual exposure pathway analysis in accordance with Regional guidelines and OSWER Directives 9285.7-02B, 12/89 (*Risk Assessment Guidance for Superfund, Volume I: Human Health Evaluation Manual (Part A, Baseline Risk Assessment)*; Interim Final) and 9285.7-01A (*Risk Assessment Guidance for Superfund, Volume II: Environmental Evaluation Manual*).
- Initiating identification of Applicable or Relevant and Appropriate Requirements (ARARs) that affect remedy selection.
- Developing an EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions to be used in cases where performance does not meet the standards of the program.
- Developing/reviewing qualifications of the laboratory for the given analytical requirements.
- Procuring, managing, and providing oversight of pool and team subcontracts for analytical services.

## COMMUNITY INVOLVEMENT (CR)

WBS: 2

Prepare and implement the Community Involvement Plan (CIP) for the site. Perform community involvement activities in support of EPA throughout the RI/FS in accordance with the *National Oil and Hazardous Substances Pollution Contingency Plan* (NCP, 40 CFR Part 300) and the *Community Relations in Superfund - A Handbook*, (U.S. EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9230.0-3C, January 1992). [describe scope of anticipated community involvement activities for contractor budgeting purposes.] These tasks include, but are not limited to, the following:

- Conducting community interviews.
- Developing Community Involvement Plan (CIP).
- Providing public meeting and/or open house support.

- Preparing fact sheets, notices and other informational documents.
- Providing support for proposed plan.
- Providing public hearing support.
- Publishing public notices in local newspapers serving the site community.
- Maintaining public information repository.
- Developing and updating site mailing lists.
- Providing administrative and technical support for Responsiveness Summary.
- Preparing presentation materials.
- Implementing other community involvement activities as identified by the site-specific CIP or EPA.
- Providing technical support to review Community Involvement deliverables and participate in public meetings.

## **Risk Identification and Assessment**

Value: 40% Base Fee

### **FIELD INVESTIGATION/DATA ACQUISITION (FI)**

WBS: 3

Collect environmental data required to support the remedial investigation/feasibility study. Data acquisition begins with EPA's approval of the Field Sampling Plan (FSP). Typical activities include, but are not limited to, the following:

- Mobilization/demobilization.
- Hydrogeological assessment.
  - Test boring and monitoring well installation and development
  - Downhole geophysics
  - Groundwater elevation measurements
  - Surface water elevation measurements
- Soil boring, drilling, and testing.
- Environmental sampling.
  - Field screening
  - Groundwater sampling
  - Surface soil sampling
  - Soil boring/permeability sampling
  - Surface water and sediment sampling
  - Air monitoring
  - Indoor sampling
- Reuse assessment.
- Geotechnical survey.
- Field-generated waste characterization and disposal in accordance with local, State and Federal regulations.
- Site reconnaissance.

- Ecological resources reconnaissance
  - Well inventory
  - Existing well development and establishment of sampling points
  - Landfill gas emission sampling
  - Surface geophysical survey
  - On-site and residential well sampling
  - Surface water sampling
  - Soil sampling
  - Sediment sampling
  - Leachate sampling
  - Field screening
  - Tank and drum sampling
- Ecological Characterization.
    - Wetland and habitat delineation/function and value assessment
    - Wildlife observations
    - Benthic reconnaissance/community characterization
    - Identification of endangered species and others of special concern
    - Bioassays
    - Bioaccumulation studies
    - Biota sampling/population studies

#### SAMPLE ANALYSIS (SN)

WBS: 4

Analyze split samples taken to document and confirm PRP sampling results and performance. A variety of mechanisms may be used to implement this task including: field screening using mobile facilities or field portable equipment, the Contract Laboratory Program (CLP), laboratories procured under subpool or team subcontracts, the Regional Environmental Services Division (ESD), the Environmental Response Team (ERT) laboratory, or regionally procured laboratories. [NOTE: This task consists exclusively of performing sample analyses and producing analytical data. For cost estimating purposes, there should be no direct labor costs under this task - no hours should be reflected under this task, only dollars.]

#### ANALYTICAL SUPPORT AND DATA VALIDATION (AN)

WBS: 5

Schedule, coordinate, track, and oversee sample analyses and validate analytical data. Typical activities include, but are not limited to, the following:

- Collecting, preparing, and shipping environmental samples in accordance with the Field Sampling Plan (FSP). The following types of sampling shall be required:
  - Field screening
  - Ground water sampling
  - Surface and subsurface soil sampling
  - Surface water and sediment sampling
  - Air monitoring and sampling
  - Biota sampling
  - Other types of media sampling and screening
- Developing data quality objectives (DQO) for each sampling event; these DQOs shall be the determinative factor for assessing the success or failure of the sampling.
- Requesting, obtaining, and performing oversight of analytical services in compliance with EPA requirements.
- Coordinating with the EPA Sample Management Office (SMO), the Regional Sample Control Coordinator (RSCC), and/or the Environmental Services Division (ESD) regarding analytical support, data validation, and quality assurance issues.



- Implementing the EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions.
- Providing sample management including chain of custody procedures, information management, sample retention, and 10-year data storage.
- Performing data validation, the process by which the quality of the data, the defensibility of the data, and the chain of custody are verified. Performing data validation in accordance with Regional guidelines.
- Reviewing data for usability for its intended purpose.
- Providing reports on data validation and usability.

#### DATA EVALUATION (DE)

WBS: 6

Compile analytical and field data. Provide data in format that is compatible with Regional or National electronic data management network. Data shall be used in the preparation of the RI and Risk Assessment Report tables, maps and figures. Typical activities include, but are not limited to, the following:

- Data usability evaluation and field quality assurance/quality control (QA/QC).
- Data Reduction and Tabulation.
- Data trend evaluation and/or modeling and submission of Technical Memorandum.
- Data reduction and tabulation.
  - Soil boring and monitoring well logs.
  - Field sampling data.
  - Hydrogeological testing data.
  - Geophysical data (downhole geophysics, survey).
  - Analytical results.
- Environmental Fate and Transport Modeling/Evaluation.

#### RISK ASSESSMENT (RA)

WBS: 7

Conduct baseline human health and ecological risk assessments. The objective of these assessments is to characterize and quantify, where appropriate, the current and potential human health and environmental risks that would prevail if no further remedial action is taken.

Risk Assessment must be done in accordance with applicable Agency guidance, directives and procedures.

#### RI/FS Reports

Value: 40% Base Fee

#### TREATABILITY STUDY/PILOT TESTING (TT)

WBS: 8

Conduct laboratory screening, bench-scale and pilot-scale treatability studies to determine the suitability of remedial technologies or alternatives to site conditions and problems. Typical activities include, but are not limited to, the following:

- Providing test facility and equipment.
- Testing and operating equipment.
- Retrieving sample for testing.

- Preparing Technical Memorandum.
- Characterizing and disposing of residuals in accordance with local, State, and Federal regulations.

#### REMEDIAL INVESTIGATION REPORT (RR)

WBS: 9

Prepare findings after data have been evaluated. The RI shall provide information to assess risks to human health and the environment and to support the development, evaluation, and selection of appropriate response alternatives. The task includes all draft and final reports. The RI report shall be written in accordance with *Guidance for Conducting Remedial Investigations/Feasibility Studies under CERCLA*, OSWER Directive 9355.3-01, October 1988, Interim Final (or latest revision) and *Guidance for Data Usability in Risk Assessment*, (EPA/540/G-90/008), October 1990 (or latest revision).

Typical components of the RI report include, but are not limited to, the following:

- Site Background.
- Investigation.
  - Field Investigation and technical approach
  - Chemical analyses and analytical methods
  - Field methodologies (biological, surface water, sediment, soil boring, soil sampling, monitoring well installation, groundwater sampling, hydrogeological assessment)
- Site Characteristics.
  - Geology
  - Hydrogeology
  - Meteorology
  - Demographics and land use
  - Reuse assessment
  - Ecological assessment
- Nature and Extent of Contamination.
  - Contaminant sources
  - Contaminant distribution and trends
- Fate and Transport.
  - Contaminant characteristics
  - Transport processes
  - Contaminant migration trends
- Risk assessment.
- Summary and Conclusions.

#### REMEDIAL ALTERNATIVES SCREENING (RS)

WBS: 10

Develop appropriate remedial alternatives to undergo full evaluation. The alternatives are to encompass a range including innovative treatment technologies consistent with the regulations outlined in the NCP, 40 CFR Part 300 and applicable Agency guidance, procedures and directives. The analysis will include institutional controls (ICs) to the extent appropriate. Typical activities include, but are not limited to, the following:

- Establish remedial action objectives
- Establish general response actions
- Identify and screen applicable remedial technologies

- Develop remedial alternatives in accordance with Section 300.430(e) of the NCP (1990)
- Screen remedial alternatives for effectiveness, implementability and cost
- Prepare Technical Memorandum.

#### REMEDIAL ALTERNATIVES EVALUATION (RE)

WBS: 11

Assess individual alternatives against each of the nine evaluation criteria and a comparative analysis of all options against the evaluation criteria. The analysis shall be consistent with the NCP, 40 CFR Part 300 and shall consider the *Guidance for Conducting Remedial Investigation and Feasibility Studies under CERCLA* (OSWER Directive 9355.3-01), *Guide to Developing and Documenting Cost Estimates During the Feasibility Study* (OSWER Directive 9355.0-75), and other pertinent OSWER guidance. The analysis will include institutional controls (ICs) to the extent appropriate. EPA will make the determination regarding final selection of the remedial alternative.

The nine criteria to be employed in evaluation of remedial alternatives are:

- Overall protection of human health and the environment
- Compliance with applicable or relevant and appropriate requirements (ARARs)
- Long-term effectiveness and permanence
- Reduction in toxicity, mobility or volume through treatment
- Short-term effectiveness
- Implementability - technical and administrative
- Cost
- State acceptance
- Community acceptance.

#### FEASIBILITY STUDY REPORT (FS)

WBS: 12

Prepare findings after remedial alternatives have been screened and evaluated. The task includes preparation of all draft and final reports. Typical components of the Feasibility Study report include, but are not limited to, a discussion of the following:

- Feasibility Study Objectives.
- Remedial Objectives.
- General Response Actions.
- Identification and Screening of Remedial Technologies.
- Remedial Alternatives Description.
- Detailed Analysis of Remedial Alternatives (individual and comparative).
- Summary and Conclusions.

#### POST RI/FS SUPPORT (PR)

WBS: 13

Provide support required for preparation of the ROD for the site. The final recommendation contained in the ROD shall represent the opinion and recommendation of EPA not that of the contractor. Typical activities include, but are not limited to, the following:

- Attending public meetings, briefings, public hearings, technical meetings with PRPs.

- Preparing presentation materials.
- Providing technical assistance in the preparation of the Responsiveness Summary.
- Providing technical assistance in the preparation of the Proposed Plan and ROD.
- Preparing Feasibility Study Addendum.

#### ADMINISTRATIVE RECORD (AR)

WBS: 14

Produce the Administrative Record. Typical activities include, but are not limited to, the following:

- Attending meetings with EPA WAM/COR, Site Attorney, and Administrative Record Coordinator.
- Providing assistance in compiling documents comprising of the Administrative Record File in accordance with EPA Regional guidance or other procedures as specified.
- Preparing Draft Administrative Record Index in accordance with EPA Regional guidance or other procedures as specified.
- Preparing Administrative Record Index.
- Coordinating duplication of Administrative Record.
- Assembling Administrative Record and Index.

#### WORK ASSIGNMENT/TASK ORDER CLOSEOUT (CO)

WBS: 15

Perform the necessary activities to close out the work assignment/task order in accordance with contract requirements. Typical activities include, but are not limited to, the following:

- Packaging and returning documents to the government.
- Duplicating/distribution/storage of files.
- Archiving files in accordance with Federal Record Center requirements.
- Preparing microfiche/microfilm/optical disk or other EPA-approved data storage technology.
- Preparing the closeout report in accordance with Regional guidance or other procedures as specified in the work assignment/task order. If the final hours/budget is greater than +/- 10% of the original approved work plan/task order hours/budget, the WACR must describe the circumstances that explain why this occurred.